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The Solicitors' Journal.

LONDON, APRIL 27, 1878.

CURRENT TOPICS.

SOME INTERESTING QUESTIONS may be raised by the double return for South Northumberland. Both of the gentlemen returned will be entitled to the barren honour of being sworn at the table of the House, but after having been sworn they will be ordered to withdraw below the bar, and neither will be permitted to sit or vote until the right to the seat has been determined. The mode of obtaining the determination of this question is by petition (31 & 32 Vict. c. 125, s. 40). But in presenting such a petition, the party petitioning will incur the costs on his own side of the inquiry before the election judge, and a possibility of having to pay the costs of the other side. Supposing no one petitions, what is to be done? It is clear, since Sir S. Waterlow's case, that the jurisdiction of the House over returns is not taken away by the Election Petitions Act, except in the case of the presentation of a petition; and there is nothing to prevent the House from instituting an inquiry into the double return on its own motion. If no one appears upon the inquiry before the Parliamentary Committee the votes remain equal, and it would seem, according to the old practice on a scrutiny, that the House will declare the election void. It is a question which may suggest itself whether, either on an election petition or an inquiry before the House, objections could in any way be raised to votes merely on the ground that the ballot papers were informal. Rule 41 in the schedule to the Ballot Act, enabling the House or election tribunal to order the opening of the counterfoils and ballot papers for the purpose of a scrutiny, provides that in making and carrying into effect any such order care shall be taken that the mode in which any particular elector has voted shall not be discovered until he has been proved to have voted, and his vote has been declared by a competent court to be invalid. This appears to render it very difficult, perhaps impossible, to conduct a scrutiny on the footing of informality in the accepted voting papers.

AN ANIMATED DISCUSSION has taken place in the *Times* with regard to the non-liability of a master to his servant in respect of the negligence of his fellow servant. Mr. Lowe has attacked the legal authorities and the doctrine of *Priestley v. Fowler* in his usual vigorous and incisive manner; and in his turn he has been very effectively answered by "G. B." whose identity is obvious enough from his style, and than whom no one is better entitled to speak with authority, both from his high position and intellectual power. Mr. Lowe, undoubtedly, had a very obvious and easy opportunity afforded to him by the terms in which the doctrine of law on this subject has often been expressed. There cannot be any advantage in the use of the term "implied contract" with regard to incidents which the law attaches to a relation, and which the parties may not really have had in their minds at all. And it is specially unfortunate that the legal doctrine has been so expressed that it is capable of being treated as an invidious distinction drawn by judges against the labouring classes in favour of the capitalist.

But the fact that the reasons for a doctrine have been badly expressed is not a conclusive argument against the doctrine itself. The truth is, we think, that the position of a servant is not really of the essence of the matter. The relation of master and servant is only one among other relations to which the same doctrine would be applicable. Quoad a third party who has no interest at all in the work being done, the master has no right to delegate anything he wants to have done for his benefit to another without being liable for the act of that other in the course of his employment. We cannot help thinking, notwithstanding the strictures which have been passed on this as a hard law, that it is on the whole necessary and just. But the case is immediately altered when the master and the third person have both an interest in the work being done, such as the master and servant have. The servant knows of and contemplates the delegation, and it is in his interest as well as the master's; for without it businesses or establishments could not be carried on; and so the servant, though he does not contract to take the risk in any strictly accurate sense of the term "contract," ought in justice and fairness to take the risk. The foot-passenger in the street has a right to say to the owner of a carriage, "You had no business to intrust the driving of your carriage to a coachman unless you are to be responsible for his acts. You set him in motion, and intrust him with the means of doing mischief." Such reasoning is obviously quite inappropriate in the mouth of the footman who is paid to stand behind the carriage. The same principle is applicable to other cases in which the master escapes liability for injuries to persons who are not servants.

THE REPORT of the Associated Provincial Law Societies, which we print elsewhere, is on the whole a rather colourless document; but in one respect it is worthy of notice. No approval is expressed of any of the rather numerous county court bills now before Parliament, nor was any resolution in their favour passed at the meeting, and it is stated that, in the opinion of the committee, any county court legislation to be permanent and satisfactory should proceed on the lines traced out by the Judicature Commissioners in their second report. It will be remembered that the recommendations of the Judicature Commissioners were that the county courts should be concentrated, and a great reduction made in the number both of the judges and registrars; that the judge should ordinarily sit in some convenient centre, but should perambulate the district at certain intervals, holding courts at specified towns, and having power to hold a sitting for the trial of any particular case at any place within his district; that the county courts, as thus transformed, should be affiliated to the High Court, and should possess unlimited jurisdiction, with power to any defendant, as of right, to remove causes into the superior branch of the court, and power for any judge of the superior branch to order such removal. It is obvious that the result of the adoption of these proposals would be to attract to the county court bench and bar a high class of legal ability, and if (as Lord Cairns, in his reasons for not signing the report, suggested) these changes were accompanied with adequate arrangements for supplying regular sittings of the judges of the superior branches of the High Court in thickly-populated parts of the country, the result would probably be in many respects convenient to the commercial public. It is a different question what would be the result as to the convenience of the labouring classes, or what would be the effect of the change on the efficiency of the county courts as small debt courts.

WE REPORT in another column a rather novel application of a well established and highly beneficial doctrine.

The framers of the Bankruptcy Act of 1869 appear to have taken a favourable view of the trustworthiness of creditors as regards the exercise of the semi-judicial duty imposed upon them of consenting to the discharge of the bankrupt. In former Bankruptcy Acts there were contained penal provisions relating to creditors accepting bribes for consenting to allow the bankrupt's discharge, but these were omitted both from the Act of 1869 and the Rules. And section 48 of the Act, which says that the bankrupt "may apply to the court for an order of discharge, but such discharge shall not be granted unless it is proved to the court," either that a dividend of not less than 10s. in the pound has been paid, or that "a special resolution of his creditors has been passed to the effect that his bankruptcy or the failure to pay 10s. in the pound has, in their opinion, arisen from circumstances for which the bankrupt cannot justly be held responsible, and that they desire that an order of discharge should be granted to him," certainly implies—when taken with the subsequent part of the section, prescribing the circumstances under which the court may suspend or withhold the order of discharge—that if the creditors have, by special resolution properly passed, expressed a desire that the order of discharge should be granted, the court has no option but to grant it. But in *Ex parte Russell* (23 W. R. 817) the court, in liquidation proceedings, went behind the resolution for discharge passed by the creditors, and held that to bind dissentient creditors such resolution must be *bonâ fide* for the benefit of the creditors; and in *Ex parte Page* (24 W. R. 502) and *In re Terrell* (25 W. R. 153), and other cases, the same principle was applied to resolutions accepting compositions. In the case before Mr. Daniel, Q.C., reported in another column, a special resolution under section 48 had been passed by the creditors that the bankruptcy had arisen from circumstances for which the bankrupt could not justly be held responsible. Now the insolvency was, as the judge found, "attributable entirely to reckless speculation," and this must have been known to the creditors present at the meeting. The resolution was therefore in the opinion of the judge a mere favour granted to the bankrupt, and not a proper exercise of "a reasonable judgment applied to the facts of the case as known to the creditors who passed it," and on this ground he refused to grant the order of discharge. The decision appears to be within the principle laid down by Mellish, L.J., in *Ex parte Russell*, that "the Act of Parliament enables a certain majority of creditors to bind a minority, but it must be a majority who are *bonâ fide* voting for what they consider to be for the benefit of the creditors."

SIR JOHN STUART wrote a letter to the *Times* a few years ago in which he pointed out that the realization and application of a bankrupt's property is exactly the same sort of business which is transacted in the chancery judges' chambers, and he suggested that the administration of the assets of bankrupts should be conducted, like the administration of the assets of a testator or intestate, by a staff of chief clerks and junior clerks under the direction of a Vice-Chancellor. The mantle of the learned judge has descended on Mr. Gregory, M.P., who is stated to have given notice of his intention to move, on motion for going into committee on the Bankruptcy Law Amendment Bill, appointed for the 6th of May, "that it is not expedient to continue the London Bankruptcy Court, and that bankrupt estates in the London district should be administered by the Chancery Division of the High Court of Justice." We presume the hon. member will be prepared with statistics to prove that the delay and expense attending the winding up of an estate under the bankruptcy system are greater than the delay and expense of realizing an estate in chancery; and we shall look with interest for the proof of this essential proposition.

FRAUDS ON COMPOSITIONS.

In the case of *In re Lenzberg's Policy* (23 W. R. 258, L. R. 7 Ch. D. 650), Vice-Chancellor Hall made a somewhat bold decision, which we hope will be maintained when a similar question comes again before the courts. The facts of the case are not very fully reported; but the material points sufficiently appear. A claim being made on account of a mortgage against a policy which had become payable, the moneys were paid into court by the assurance office, and an account was directed by the court of the sums due upon the security. The mortgagor, Lenzberg, claimed credit for certain payments made to nominees of the mortgagee at various dates since 1869. The mortgagee, Kearns, sought to disallow this credit. The payments had, in fact, been made in pursuance of an agreement entered into between the parties in 1869, upon the occasion of the mortgagor's making a composition with his creditors, and were thereby intended to be on account of the then existing debt of the mortgagee, in respect of which he executed the composition deed, and no part of which was included in the present mortgage account. The Vice-Chancellor held that an agreement of the kind in question gave a right to the party paying money under it, even after the immediate pressure was removed, to recover the money back again.

All the previous decisions, so far as we are aware, in which money paid under bargains of this kind has been recovered, relate to cases where the money was paid at the time of the bargain or under subsequent compulsion of law by proceedings to which the facts of fraud or illegality furnished no defence; and the ground upon which the right to recover has been put has usually been that of oppressiveness or extortion controlling the original payment. In the single reported case in which the payment had been subsequent to the circumstances of oppression in which the bargain originated, and had been made not under compulsion of law, the right to recover was in clear terms negatived. That is the case of *Wilson v. Ray* (10 A. & E. 82), in which a bill of exchange which had been given to the defendant by the plaintiff in fraud of a composition was afterwards paid, not to a *bonâ fide* holder, but to the defendant himself. The defendant's counsel admitted the doctrine of *Smith v. Cuff* (6 M. & S. 160), and that if the bill had been paid to a *bonâ fide* holder, the amount could have been recovered against the defendant; they admitted that there was undue pressure upon the debtor at the time of making the agreement; but, they said, the money was paid under no unlawful pressure. The court, consisting of Lord Denman, C.J., Littledale, Patteson, and Coleridge, J.J., held that the plaintiff could not succeed, because the payment was voluntary. They were troubled with a case which, as reported, appeared to have been decided otherwise by Lord Tenterden, but it seems from a note to *Gibson v. Bruce* (5 Man. & Gr. 399), that the bills there in question had been paid to third parties, so that the case may be merely one of the common current of authorities.

Wilson v. Ray has never been overruled; but it cannot be said to have been altogether acquiesced in. This appears from the case, above referred to, of *Gibson v. Bruce*; and from *Bradshaw v. Bradshaw* (9 M. & W. 29), where, although Lord Abinger, C.B., plainly recognizes its authority, yet Parke, B., speaks with reserve on the point. Vice-Chancellor Hall, however, in the recent case, relied upon *Atkinson v. Denby* (10 W. R. 389, 7 H. & N. 934); and although that case was not a decision upon the question, it undoubtedly gives a new complexion to the considerations that ought to govern it. In the course of the argument in the court below (6 H. & N. at p. 785), Pollock, C.B., puts the following observations:—"Either this fraud of the debtor would vitiate the whole deed [of composition], or we must say that, though the transaction is wrong on the part of the debtor, it is so far more wrong on the part of the creditor that the

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transaction between them must be deemed void, and the deed good. If the deed is to stand, I do not see how the defendant can be allowed to keep this money." Then he says in his judgment:—"It appears to me that if the plaintiff had given the defendant a bill of exchange for the £50, the latter could not have enforced payment of that bill; and if it had been paid by the plaintiff, he would have been entitled to recover back the money from the defendant." He then repeats the above dilemma. Martin, B., dissented from the judgment on the ground that he considered that there was *par delictum*, and the payment was voluntary with knowledge of the facts. Bramwell, B., said that if the money had been paid afterwards, and voluntarily, *Wilson v. Ray* was an authority that it could not have been recovered. He made no comment upon that case. Martin's, B.'s, observations have this value—that they recognize no greater element of oppressiveness where the money is paid at the time of the illegal bargain, than where it is paid afterwards under the bargain.

There is no question that the earlier cases in which the money has been recovered go upon the ground of extortion. This cannot be more clearly put than it is put by Lord Mansfield in *Smith v. Bromley* (2 Dougl. 697). He said "it was iniquitous and illegal in the defendant to take, and therefore it was so to detain" the money. If the money was paid by the bankrupt's friends, it was an extortion on them; if by himself, it was giving one creditor money which should have gone to all, and was a fraud upon the creditors. As to the argument that the plaintiff's claim was founded on an illegal act, he said:—"If the act is in itself immoral or a violation of the general laws of public policy, there the party paying shall not have this action; for when both parties are equally criminal against such general laws the rule is *potior est conditio defendentis*. But there are other laws which are calculated for the protection of the subject against oppression, extortion, deceit, &c. If such laws are violated, and the defendant takes advantage of the plaintiff's condition or situation, there the plaintiff shall recover." The same answer to the objection that the plaintiff is *particeps criminis* is given again by Lord Mansfield in *Browning v. Morris* (3 Cowp. 790); and is put in vigorous language by Lord Ellenborough in *Smith v. Bell* (6 M. & S. 165):—"It never can be predicated as *par delictum* when one holds the rod and the other bows to it."

The true view, we take it—the view adopted by the Vice-Chancellor, and suggested by *Atkinson v. Denby*—is that the plaintiff may sue notwithstanding his participation in the illegal transaction, because, *ultra* the illegality, there was oppression upon him. The payment of the money, though subsequent to the concoction of the agreement, yet if made thereunder is affected by the extortion, and is not to be treated as voluntary. This view has the further beneficial result pointed out by Pollock, C.B., that the composition need not be vitiated *in toto*; for we cannot see how such payments could fail to have that effect if they were, however and whenever made, permitted to be irrecoverable. It would be impossible to say in most of these cases that the unpreferred creditors lost nothing, or that the preferential payments were made out of funds other than the divisible fund. Even if this could be proved, the foundation of a composition is not merely equal division of a particular fund, but *bond fide* equality in the whole settlement between the debtor and each creditor. Agreements interfering with that principle should not be recognized as available for any purpose. This need not detract from the rule that when a party, having had the opportunity of setting up the same case in prior legal proceedings, has chosen to give way instead of using his defence, he will not be permitted to institute fresh proceedings of his own for the purpose which he might then have attained with the same materials. The other parties to a composition cannot in the nature of things get any further protection than this, that bargains in fraud of the composition shall

be wholly useless in law, whether as a ground of action or for raising consideration. They cannot prevent the debtor from subsequently making a free gift of money; nor can they force him to avail himself of every right of action he possesses. But in our judgment the law for the purpose of enforcing good faith in these transactions would have been imperfect if *Wilson v. Ray* had been permitted to stand as a binding authority.

Recent Decisions.

CHARITABLE GIFT FOR BUILDING.

(*In re Cox, Cox v. Davie*, V.C.B., 26 W. R. 74.)

The rule has been laid down that, as a gift for building implies a direction to acquire land, a gift for the erection of a building to be used for charitable purposes is only good if either the building is expressly directed to be on specified land already devoted to charitable uses, or the purchase of land is expressly forbidden. But this rule does not seem to cover all the grounds on which such gifts have been held to be valid. In *Cresswell v. Cresswell* (16 W. R. 699, L. R. 6 Eq. 69) a testatrix gave a sum "to be expended in building a parsonage in connection with" a church mentioned in her will. Upon an inquiry directed under the decree, whether, at the death of the testatrix, any land had been appropriated to the building of a parsonage in connection with the church, it appeared that land had been appropriated to this purpose, but a parsonage had not been built for lack of funds. These facts were known to the testatrix. Giffard, V.C. stated the question for decision as being whether the terms of the bequest, regard being had to the circumstances which existed at the time of the death of the testatrix, were such as to exclude a purchase of land by the trustees out of the bequest or any part of it. And he said "the bequest points to a parsonage in connection with the church, and there having been, at the death of the testatrix, land appropriated for that purpose, and which could lawfully be so used, . . . the trustees would not have been, and could not now be, justified in purchasing, or attempting to purchase, any other land for the purpose"; and he held the gift to be valid on this ground. In *In re Cox* this rule was attempted to be extended to a case where no land had been specifically appropriated for the purpose of a site. The gift was to the mayor and town councillors of Tamworth, to be "expended in the erection of a plain and simple building as a dispensary, which is so urgently needed there." Upon an inquiry to ascertain whether the corporation had power to hold land in mortmain, and did hold any land in mortmain, it appeared that the corporation held lands in mortmain; but it did not appear that any particular land had been appropriated as a site for a dispensary. Moreover, by a subsequent clause in the will the testatrix directed that no part of a further sum provided for the endowment of the dispensary should be expended on the purchase of lands, thereby implying that part of the sum given for building might be so applied. Vice-Chancellor Bacon held that the gift for building was void.

A correspondent calls our attention to the following advertisement, which he extracts from a London weekly journal of the 21st of April last.

RELEASE FROM DEBT.—A qualified solicitor advises free and transacts all necessary business at lowest possible cost. In small cases, petition, creditor's meeting, stamps, &c., five guineas.—Address, H. W., 91, Queen-street, Chesapeake.

Mr. A. H. Safford, chief clerk at the Southwark Police-court, has been appointed chief clerk at the Westminster Police-court in the room of Mr. William Taylor, lately retired, after a service of nearly fifty years.

Reviews.

LANDLORD AND TENANT.

WOODFALL'S LAW OF LANDLORD AND TENANT, WITH A FULL COLLECTION OF PRECEDENTS AND FORMS OF PROCEDURE. Eleventh Edition. By J. M. LELY, Esq. H. Sweet; W. Maxwell & Son; Stevens & Sons.

In many respects this is a great improvement on the last edition of Woodfall. The chaotic heap of matter, to which each successive editor had added his little load, has been sorted out and arranged by Mr. Lely, and the work certainly now appears in better shape than at any time during the last quarter of a century. There are, naturally, places where errors have been made as to the distribution of the old matter—see, for instance, p. 342, where the statement of *Doe v. Lloyd*, 3 Esp. 78, comes in rather curiously; but, considering the labour involved, we think the work of re-arrangement has been well performed. As to the new matter, the recent cases are generally to be found noticed, though there are exceptions, such, for instance, as *Jones v. Heavens* (25 W. R. 460), which should have been cited on p. 355. The statement of the effect of the cases is also generally accurate, but *Taylor v. Gillott*, is very imperfectly stated at p. 251. We cannot say, however, that the criticisms strike us as instructive. For instance, we find, at p. 402, a remark as to *Lyons v. Elliott* (24 W. R. 296), where, it will be remembered, it was held that the privilege from distress of goods in the hands of an auctioneer is limited to goods actually on the premises of the auctioneer. The court relied on *Crosier v. Tomkinson* (2 Ld. K. 439), as deciding that the privilege is restricted to the premises of the trader himself. We pointed out, as soon as the decision was reported, that it had apparently escaped the attention of the court that, in the argument in *Francis v. Wyatt*, Mr. Serjeant Nares stated that the premises in *Crosier v. Tomkinson* were the premises of the trader himself, so that the decision in that case was entirely opposed to all the subsequent cases, and was no authority at all for the decision in *Lyons v. Elliott*. In the note referred to Mr. Lely says, "This decision has been not a little criticised . . . but it seems that, as the goods of third parties have never been exempted generally, the burden of proof is upon each third party to bring himself within the benefit of the exemption he sets up." Now, in *Lyons v. Elliott*, the third party did most effectually bring himself within the exemption established by *Adams v. Grane*, and *Brown v. Arundell*. The goods had been delivered to an auctioneer for sale. We rather fail, therefore, to see the point of the observation. In like manner we fail to appreciate the observations on the doctrine of *Davis v. Gyde*, as to the effect of the acceptance of a bill or note for rent, on p. 362. We deny that "it bears hardly on the tenant," who has nothing to do but either to get his landlord to agree that the bill or note shall suspend the right to distrain, or not to give the bill or note; and we do not see that "the substitution of the simple remedy upon a note for the more cumbrous remedy [i.e., by distress] is a good legal consideration." The substitution would be of a less for a more effectual remedy.

The least satisfactory part of the book is the abstract of leading propositions with which it is prefaced. These are often imperfect and misleading. Thus, even on such an elementary matter as the mode of making a lease, it is laid down that "a lease for three years or less may be written or oral." Of course this should be a lease for three years or less from the making thereof. Again, on p. lxxvii., it is said that by assignment "the assignee frees himself from all liability to the lessor"; this should be from all future liability to the lessor; and we could cite other instances of the same kind. We cannot say much in favour of the precedents of leases at the end of the book. But it would be unfair to dwell on these

minor imperfections. We think that, on the whole, the book has been satisfactorily edited, and the result of Mr. Lely's labours certainly contrasts very favourably with the work of his immediate predecessors.

General Correspondence.

A SUCCESSFUL CLAIM TO FIVE MILLIONS STERLING.

[To the Editor of the Solicitors' Journal.]

Sir,—The recovery of such an immense sum as that above noted is probably without precedent, and your readers may like to have the following particulars:—In 1876 a paragraph appeared in many newspapers to the effect that a Mr. O'Keeffe had died intestate at Allahabad leaving the princely fortune of five millions sterling. The solicitors in Calcutta having charge of the matter advertised for the next of kin, and nearly 200 claimants appeared; but an architect at Limerick, named McCarthy, and his four brothers (cousins of the Indian millionaire) have been declared the nearest of kin, and a first instalment of the "windfall," in the shape of a draft for £500,000, has been received on Mr. McCarthy's behalf by the London solicitors.

I may add that Mr. O'Keeffe's history was a remarkable one. He went to India when very young, and enlisted as a private soldier. He rose from the ranks, and afterwards left the army to engage in commerce. His gigantic fortune was made in the opium trade.

EDWARD PRESTON.

Cases of last Week.

COMPANY — WINDING-UP — CONTRIBUTORY — SHARES "ISSUED" AS FULLY PAID-UP—REGISTRATION OF CONTRACT — COMPANIES ACT, 1867, s. 25—PRACTICE—EXTENSION OF TIME FOR APPEALING—SPECIAL CIRCUMSTANCES—ORD. 53, RR. 4, 9, 15.—In a case of *In re The Ambrose Lake Tin and Copper Mining Company*, heard by the Court of Appeal on the 17th inst., an important question arose with regard to the time at which fully paid-up shares are to be taken to have been "issued," within the meaning of section 25 of the Companies Act, 1867. That section provides that every share in any company shall be deemed to have been issued and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract in writing, registered "at or before the issue of such share." The company was one within the jurisdiction of the Stannaries Court, and was registered with the Registrar of Joint Stock Companies at Truro, in January, 1872. A contract dated the 22nd of December, 1871, had been entered into with the vendor of the mines to the company, which provided for the issue to him of a large number of shares as fully paid-up, in payment for the property. On the 18th of January, 1872, the secretary of the company sent the memorandum and articles of association, and the contract with the vendor by post from London to an agent at Truro, directing him to register those documents there. He accordingly, on the 19th of January, registered the memorandum and articles, but was unable to register the contract, because it was found to be insufficiently stamped, and he returned it the same day by post to the secretary in London, in order that this defect might be remedied. This caused some delay, and the result was that the contract was not registered until the 26th of January. Meanwhile, on the 19th of January, a meeting of the directors of the company was held in London, at which, in the belief that the contract, as well as the memorandum and articles, would have been on that day registered at Truro, it was resolved to allot the fully paid-up shares to the persons nominated by the vendor. No formal resolution, however, to that effect was entered in the minutes of the meeting, and no allotment letters were sent out. On the 20th of January the letter was received from the agent

at Truro, returning the contract, in order that it might be properly stamped, and thereupon the managing director of the company "stopped (as he deposed) the issue of the shares" which had been so allotted, until he should have ascertained from the agent at Truro that the contract had been duly registered. The secretary deposed that the managing director instructed him "not to issue the certificates of the shares" which had been allotted, "or to take or permit any other proceedings with reference to the company or the shares therein, until after the agreement had been duly registered," and that he obeyed those instructions. The shares were afterwards entered on the register of shareholders as having been allotted as fully paid up upon the 20th of January, and the certificates subsequently issued to the allottees bore that date. But the secretary deposed that the entry on the register was not in fact made until after the 3rd of February, and that the certificates were not in fact issued to the allottees until after the 21st of February. An order having been made to wind up the company, the Vice-Warden of the Stannaries Court decided that a holder of some of the fully paid-up shares must be placed upon the list of contributories, upon the ground that the entry on the register was conclusive that the shares had been "issued" to him before the registration of the contract, and that consequently the requirements of section 25 had not been complied with, and the shares must be treated as not having been paid for at all. The Court of Appeal (Cockburn, C.J., and James, Cotton, and Thesiger, L.J.J.), however, reversed this decision, holding that, under the circumstances, the shares had not been "issued" until after the registration of the contract with the vendor. Cockburn, C.J., said that section 25 spoke of "issue," not of "allotment," and it must be taken to have meant by the word "issue" something different from allotment, something subsequent to allotment, whereby the title of the allottee became entire and complete. In the present case it was plain that the allotment was made under the belief that the agreement with the vendor had been already duly registered. That belief was founded on a mistake, but, the mistake having been discovered before anything had been done beyond the allotment, all farther proceedings were suspended, and nothing more was done on the part of the company until after the agreement had been registered. It was immaterial whether anything was done by the allottee. Nothing was done by the company beyond the allotment, and that alone did not, in his lordship's opinion, constitute an "issue" of the shares within the meaning of section 25. The case was really governed by *Bush's case* (22 W. R. 699, L. R. 9 Ch. 554), where though shares had been allotted as fully paid up before the registration of the contract which provided that they should be issued as such, yet, there being no evidence that the shares ever left the control of the company, or ever became the property of any one else, until the certificates were issued, which was after the registration of the contract, it was held that the shares had not been "issued" until after that registration, and that, consequently, section 25 had been complied with. James, L.J., said that, upon the facts, it was clear that, up to the time when the agreement was registered, nothing had taken place which would have entitled the company to say to the allottee, "You are bound to take the shares," or the allottee to say to the company, "I am a shareholder." If an order had been made to wind up the company before the registration of the agreement, the allottees could not have been made contributories. Cotton, L.J., said that, if what really amounted to an allotment had taken place before the registration of the agreement, it was done under an entire mistake, and if the shares had been issued before the registration, and the parties had, before the winding up, come to the court, they would have been entitled to have the mistake rectified. Even if a regular resolution to allot had been passed, that would have only given authority to the officers of the company to allot the shares as fully paid up when the company could legally do so, and it would have been impossible to say that the shares had been "issued," when nothing further had been done until after the company was in a position legally to issue them as fully paid up. But the facts showed that there was really no concluded allotment before the registration of the agreement. It must not, however, be supposed that the court decided that, as a strict rule in every case, the issue of certificates was essential to the "issue" of shares within the meaning of section 25, if everything was com-

plete with the exception of that merely formal act; but in the present case, if there was any resolution to issue paid-up shares, nothing was done under it until the company was legally entitled to issue such shares. Thesiger, L.J., said that in such case the court must look at all the circumstances, and see whether there had or had not been in substance an issue of the shares as fully paid up at a time when the company had power by law so to issue them. *Blyth's case* (25 W. R. 200, L. R. 4 Ch. D. 140), was distinguishable from the present case, for in that case the contract with the vendor had never been registered at all, and the shares had not only been allotted, but had been entered on the register in the name of the allottee, and the certificates, though they had not been issued to the allottee, had been signed and sealed. That case was clearly distinguishable from the present, which was really governed by *Bush's case*.

EXTENSION OF TIME FOR APPEALING—ORD. 58, R. 15.—In another case, in the winding up of the same company, a preliminary objection was taken that the appeal was out of time, and the court was asked to extend the time for appealing, under the following circumstances:—The order of the Vice-Warden, which was a refusal of the appellant's application to be removed from the list of contributories, was pronounced on the 8th of March. On the 29th of March the appellant's solicitor served a fourteen days' notice of appeal, but, being afterwards advised that, according to rule 4 of order 58, he ought to have given a four days' notice, instead of a fourteen days' notice, he, on the 1st of April, withdrew his notice, and on the 2nd of April served a fresh four days' notice. This fresh notice was objected to as too late. There was nothing to show that, when the first notice was withdrawn, the solicitor had stated that it was withdrawn only for the purpose of correcting the supposed informality. The court (Cockburn, C.J., and Cotton and Thesiger, L.J.J.) were of opinion that, under the special circumstances of the case, the time ought to be extended. Cockburn, C.J., said that there had been a mere blunder by which no one had been injured. Some allowance ought to be made for an honest mistake, when there was no real grievance or hardship upon the other side. The case was different from that of *The International Financial Society v. The City of Moscow Gas Company* (26 W. R. 272, ante, p. 131, L. R. 7 Ch. D. 241), where the period for appealing was a year, and the appellant had kept his opponent in suspense for the whole of that time. Twenty-one days was a very short period. Cotton, L.J., said that here a notice had been given within the twenty-one days and, therefore, the respondent was aware of the intention to appeal. Thesiger, L.J., said that that circumstance made a very material distinction between this case and that of *The International Financial Society v. The City of Moscow Gas Company*. There nothing had been done within the period fixed for appealing. Here, on the contrary, a proper notice was given within the twenty-one days, and this showed the other side that there was an intention to appeal. No doubt, they were afterwards left for one day under the impression that the intention of appealing had been abandoned, but the next day a fresh notice was served upon them, and it might be said that, practically, they were during the whole time aware of the intention to appeal. This is, so far as we know, the first instance, since the rules under the Judicature Acts came into operation, in which the court has extended the time for appealing, though many applications of the kind have been made. The court has hitherto been very strict in the construction of rule 15, and it is worthy of note that James, L.J., who has on several occasions strongly insisted upon the propriety of this strict construction, was not present when this decision was given. It should also be noticed that incidentally the court expressed an opinion upon another point upon which (as indeed the case itself shows) some doubt has been entertained—viz., whether, according to rule 4 of order 58, a fourteen days' notice of appeal from an interlocutory order is a bad notice, the rule saying that in such a case the notice shall be a four days' notice. The court read this as meaning at least a four days' notice, expressing an opinion that the fourteen days' notice originally given was a good notice.

COMPANY—FRAUDULENT PROSPECTUS—ACTION OF DEBIT BY SHAREHOLDER—LIABILITY OF DIRECTOR FOR FRAUD OF Co-DIRECTOR OR OTHER AGENT OF COMPANY.—The case of *Cargill v. Bower*, which we noted (*ante*, p. 471) upon a point of pleading, was decided by Fry, J., upon the merits, on the 16th inst. The action, it will be remembered, was brought by a shareholder in a company against the directors and the company, claiming from the directors indemnity against his liability upon his shares, on the ground that he had been induced to take them by fraudulent misrepresentations, contained in prospectuses and other documents issued by the authority of the directors. Upon the trial it appeared that some, at least, of the defendants had not actually authorized the issuing of the documents which contained the alleged misrepresentations, and the question arose whether a director of a company is liable for the fraudulent misrepresentations of his co-director or of any other agent of the company, when he has neither actually authorized the making of those misrepresentations nor tacitly permitted them to be made. It was contended on the one side that the point had been decided by the House of Lords in *Peck v. Gurney* (22 W. R. 29, L. R. 6 H. L. 377), where an opinion was expressed that Barclay, one of the directors of Overend, Gurney, & Co., who had not taken any part in the preparation or issue of the prospectus which contained the misrepresentations there complained of, was liable for those misrepresentations equally with his co-directors who had prepared and issued the prospectus. On the other side reliance was placed upon the recent case of *Weir v. Barnett* (26 W. R. 147, L. R. 3 Ex. Div. 32), in which it was held that directors of a company, who had authorized a firm of brokers to procure subscriptions for debentures of the company, were not liable for the act of the broker in issuing a prospectus containing misrepresentations as to the position of the company, they not having authorized or sanctioned the making of any false statements. Fry, J., said that he conceived the general rule of law to be that the persons responsible for a fraud are the actual perpetrators of it, the active agents in the commission of it, those who co-acted in it and were parties to it, and also the principal, whose agent, in the discharge of his duty as agent, commits a fraud. But, as a general rule, an agent is not liable for the fraud of his co-agent. No doubt what was said in *Peck v. Gurney* presented some difficulty. But his lordship thought that the principle upon which the opinion there expressed must be taken to have been founded was this, that Barclay had given authority to his co-directors to issue a prospectus of the company, and that, looking at all the circumstances of the case, he must be deemed to have authorized them to issue a prospectus such as was actually issued, and that he was, therefore, in effect a party to the fraud. If this was not so, it must be admitted that *Peck v. Gurney* had introduced an entirely new principle, and it would be inconsistent with *Weir v. Barnett*. His lordship entirely adopted the language of Bramwell, B., in *Swift v. Jewsbury* (L. R. 9 Q. B. 315):—"No doubt there are cases in which a man may be charged with having committed a fraud when he has not committed it himself, but I think that that ought to be held in as few cases as possible." If a director had wilfully shut his eyes or held his tongue, with the view of enabling his co-director to commit a fraud, no doubt he would be liable for the fraud committed by the co-director just as if he had directly authorized the commission of it, but he could not be made liable for the commission of a fraud of which he was entirely innocent. And, on the evidence, his lordship came to the conclusion that the plaintiff had not been deceived, and gave judgment for the defendants, with costs.

Mr. Robert Reid has disposed at the Mart of some freehold property in Spitafields, of the annual value of £4,350 for the sum of £65,115.

At a general meeting of the magistrates of the county of Middlesex, held on Thursday at the Sessions House, Westminster, a letter was read from the Marquis of Salisbury resigning the chairmanship of the bench.

Societies.

UNITED LAW STUDENTS' SOCIETY.

A meeting was held at Clement's-inn Hall on Wednesday week, Mr. Kains Jackson in the chair. Mr. J. Eustace Smith introduced the following question for the evening's discussion:—"That our colonies are a source of strength rather than of weakness to this country." The affirmative was supported by Messrs. Kane, Collyer, Rudd, Owen, and Pickersgill. Mr. E. C. Rawlings, in speaking on the negative side, referred to the cases of Rome and Spain as instances of the disadvantage arising from possessing a large colonial empire. In this view of the matter Messrs. Tyrrell and Havergal concurred, and, after a brief summing-up from the chairman, a vote was taken, when the affirmative was carried by a large majority.

Mr. Shirley Shirley presided over the usual weekly meeting, which was held at Clement's-inn Hall on Wednesday, the 24th inst. Mr. E. H. Pickersgill, on behalf of Mr. Collyer, opened the following subject for the evening's debate:—"That republican institutions have in the United States proved a failure"—setting out the various drawbacks which characterized the executive legislative and judicial departments, and the strained condition of capital and labour at present existing. A discussion ensued, in which several members took part, and the chairman, having summed-up, put the question to the meeting, when the motion was negatived by the casting vote of the chairman.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The 624th meeting of this society was held on Tuesday evening, April 16, at the library of the Law Society, Bennett's-hill, Mr. J. B. Clarke in the chair. The first half hour was devoted to the discussion of questions on William's Treatise on Real Property, after which a presentation of the society's vote of thanks bound in Morocco and illuminated was made to Mr. S. Royle Shore, jun., as a token of the society's esteem for his able services as honorary secretary and honorary treasurer for a period of two years. A discussion then followed upon moot point No. 592—"A railway passenger gives his portmanteau to a servant of the company, who asks 'if he will have it with him in the carriage,' and, on the passenger assenting, places it in a carriage some time before the train starts. The portmanteau is stolen before the passenger enters the carriage. Is the railway company liable for its value?" (*Robinson v. Dummore*, 2 Bos. & P. 416; *Richards v. London, Brighton, and South Coast Railway*, 18 L. J. R. C. P. 251; *Butcher v. London and South Western Railway*, 24 L. J. R. C. P. 137; *Talley v. Great Western Railway*, L. R. 6 C. P. 44; *Cohen v. South Eastern Railway*, L. R. 1 Ex. Div. 217; *Bergheim v. Great Eastern Railway*, 26 W. R. 301.) Mr. Plant opened the debate in the affirmative, and was supported by Messrs. Hargreave, Bayley, Adams, and Kemp. Mr. Edwards replied in the negative, and was followed by Messrs. Withers, Hooper, Robinson, and Hayes. The chairman having summed up, the votes were taken, and the question decided in favour of the affirmative by a small majority. A vote of thanks to the chairman concluded the meeting.

ASSOCIATED PROVINCIAL LAW SOCIETIES.

The annual general meeting of the members of this association was held at the Law Institution, Chancery-lane, on Friday, the 29th ult., Mr. A. Cox in the chair. The undermentioned law societies were represented as follows:—Bristol Incorporated Law Society, Mr. A. Cox, of Bristol; Kent Law Society, Mr. Charles Alfred Case, of Maidstone; Leeds Incorporated Law Society, Messrs. John D. Kay (president), T. Marshall, and Edmund Wilson, all of Leeds; Manchester Incorporated Law Association, Messrs. M. Bateson-Wood and James Hedis, both of Manchester; Sheffield Incorporated Law Society, Mr. Herbert Bramley, of Sheffield; Sussex Law Society, Mr. J. W. Howlett, of Brighton; Wakefield Law Society, Messrs. Charles A.

Wilkin and R. E. Langhorne, both of Wakefield. The minutes of the last annual meeting, held on the 24th of April, 1877, having been read and confirmed, the following report of the committee for the year 1877 was adopted:—

The association consists at present of twenty-two law societies, as against twenty-one in the year 1876, the Incorporated Law Society of Nottingham having been recently admitted a member. The total number of country law societies is thirty-five. It is satisfactory to observe that the number of country law societies appears to be on the increase. In the year 1874 they amounted to thirty, but since that date five law societies, namely, South Durham and North Yorkshire, Sheffield, Wakefield, Bradford and Nottingham have been added to the list, and these bodies are managed with considerable energy. On the other hand, it is a subject for regret that towns so important as Cardiff, Cheltenham, Derby, Dewsbury, Durham, Halifax, Ipswich, Norwich, Oxford, Shrewsbury, Yarmouth, in each of which the profession may be said to be strongly represented, are still without a law society.

Judicature Acts' Committee.—The committee appointed "to consider the effect of the Judicature Act upon the administrative offices of the Courts of Justice, and to report upon any changes it may be desirable to make in the organisation of those offices," has been prosecuting its labours during the past year, but has not yet presented any report. The hon. sec. of this association was requested by Mr. Herschell, one of the members of the committee, to obtain any information bearing upon the above inquiry which he might judge to be useful. With this object a list of questions was prepared and circulated amongst members in June last. The replies, however, were not sufficiently numerous and specific to be worth while being communicated to the committee.

Parliamentary Agency.—No further steps have yet been taken to carry out the recommendations of the joint select committee of the two Houses of Parliament on this subject. Should the matter be again brought forward, no effort will be spared to persuade Parliament to reject the proposals of the select committee, to which objection has been taken on the part of the profession.

Bankruptcy Law Amendment.—A Bill repealing the Act of 1869, and re-consolidating the law of Bankruptcy, has been brought forward by the Government in the House of Commons, and read a second time. This bill does not materially differ from the measure introduced in the House of Lords last session. It enables the liquidation of an insolvent debtor's estate to be carried out in certain cases without any public notification of bankruptcy in the *London Gazette*, and the steps necessary to obtain adjudication are made more numerous than at present. Proceedings under the 125th and 126th sections of the present Act are abolished, and deeds of arrangement on the basis of the Act of 1861, as amended by the Act of 1868, with some modifications, are substituted. Trustee's remuneration is placed more directly under official control than is now the case, and several other alterations both in law and procedure are proposed. The Associated Chambers of Commerce have introduced a rival bill with the object merely of applying a remedy to the acknowledged defects of the present system. This bill, however, contains a clause of importance, by which the administration of the estates of deceased persons can be carried out in the local bankruptcy courts. It will be a question for determination at the annual meeting, which of these two schemes is to be preferred. At the last annual meeting, the opinion was expressed that the provisions for new procedure contained in the Bill of that session were unnecessary.

Professional Remuneration.—This subject is not at present settled on a satisfactory basis. In the first place, legal action is required for the principle of commission charges, and in the next place the want of some uniform scale is felt. The recent case of *In re Fernandes* (W. N., March 9, 1878) shows that unfair advantage may be taken of the section of the Attorneys and Solicitors Act, 1870 (33 & 34 Vict., c. 38, s. 4), requiring agreements for payment by commission to be in writing. In that case a verbal agreement to pay a sum of £500 for trouble and costs had been entered into by the client, and the account was delivered by the solicitors containing that charge, at the foot of which the client wrote a memorandum that he had examined the account and found it to be correct. Two years afterwards the client obtained the common order for delivery of a bill.

It was held by the Master of the Rolls that no agreement within the 4th section of the statute had been entered into, and that a bill must be delivered within six weeks.

County Courts' Jurisdiction.—No less than four Bills are at present before Parliament dealing with this subject, three of which have been referred to a select committee. Mr. Cowen's Bill of last session is re-introduced, by which central county courts are established in seven districts, with unlimited jurisdiction in all actions and proceedings which can be brought in the High Court of Justice, with the exception of actions on judgments of the High Court, prize causes, and divorce and matrimonial causes. It will be observed that both the criminal jurisdiction of the Queen's Bench Division, and the jurisdiction of the Exchequer Division in revenue cases, together with the whole jurisdiction of the Court of Chancery, are transferred by this Bill to the county courts.

Mr. Norwood and Sir Eardley Wilmot have brought in Bills with the more limited object of increasing county court jurisdiction to £100 and £200 respectively, and a Bill of Mr. Rowley Hill, extending the jurisdiction to £500, in cases otherwise cognizable in the county courts, is also before Parliament.

In the opinion of the committee, any county court legislation to be permanent and satisfactory should proceed on the lines traced out by the Judicature Commissioners in their second report, and should affiliate the county courts to the High Court. For the present, the accumulation of business in the various divisions, which afforded a powerful argument for immediate legislation, has diminished, and the opportunity is consequently given to consider some well-matured scheme for increasing the usefulness of these courts.

The Winter Assize Act, 1877.—The formation of centres for the trial of prisoners under the provisions of this Act has led, it is to be feared, to inconvenience and hardship in many cases. The trial of a prisoner at a town remote from his home sometimes prevents his bringing forward evidence material to his case. This inconvenience has been forcibly brought under the attention of the committee by Mr. Pinchard, of Taunton, who, as clerk to justices for a large division of the county of Somerset, has had the opportunity of studying the effect of the Act in this respect. It should not, however, be forgotten that this Act was passed to remedy the grievance that commissions of Oyer and Terminer and General Gaol Delivery were not held with sufficient frequency. To hold them more frequently necessitated some re-arrangement of the circuits, with the view of saving the time of the judges. It is probably too early to say with certainty whether the advantage of more frequently clearing the gaols is or is not counterbalanced by the inconvenience to which Mr. Pinchard has called attention.

Extraordinary Members of the Council of the Incorporated Law Society.—Mr. C. W. Lawrence, a member of this committee, proposes to call the attention of the council of the Incorporated Law Society to the manner in which the extraordinary members of council are elected. These members consist of the presidents of country law societies, and their number is limited to ten. It is evidently of the greatest importance that their selection from the thirty-five law societies should be judiciously made, and that they should be as representative as possible of the most important law societies in the country.

Accounts.—The usual yearly statement of accounts accompanies this report. The balance to the credit of the association is £13 7s. 1½d.

The accounts for the year 1877 having been submitted, were confirmed, with the addition thereto of a charge of £50 for office expenses.

Mr. Marshall was elected secretary for the year 1878.

The following gentlemen were elected members of the committee for the year 1878:—Mr. H. B. Anley, Sheffield; Mr. A. Cox, Bristol; Mr. R. R. Dees, Newcastle; Mr. J. Dodds, M.P., Stockton; Mr. I. H. E. Gill, Liverpool; Mr. J. W. Howlett, Brighton; Mr. W. A. Jevons, Liverpool; Mr. C. W. Lawrence, Cirencester; Mr. J. H. B. Pinchard, Taunton; Mr. C. J. Saunders, Birmingham; Mr. Bateson-Wool, Manchester; Mr. C. A. Wilkin, Wakefield; and Mr. A. Williams, Nottingham.

It was resolved "that the subscriptions of members for the year 1878 be on the same scale as the one for the year 1877."

Bankruptcy Law Amendment Bill.—The following resolutions for the amendment of this Bill were adopted:—

No. 1. Proposed by Mr. James Heelis, seconded by Mr. J. D. Kay:—

"That there is no reason why the distinction between trader and non-trader should be preserved."

No. 2. Proposed by Mr. M. Bateson-Wood, seconded by Mr. J. D. Kay:—

"That it is desirable that among the preferential debts mentioned in clause 48 of the Bill should be included the proportion of rent of a debtor's premises, from the date of the last preceding payment up to the date of the filing of the petition."

"That a trustee continuing in possession of the debtor's premises should be bound to pay rent during his occupation, such rent being at the previous rate accruing *de die in diem*, and that he should be at liberty to give up the premises to the landlord at any time without notice."

No. 3. Proposed by Mr. James Heelis, seconded by Mr. H. Bramley:—

"That a secured creditor, on valuing his security, shall be at liberty to give notice to the trustee, requiring him, within six calendar months, to take the security at the valuation, and in default of the trustee redeeming the creditor at that amount, shall be at liberty to apply to the court for an order vesting the security in him free from all equity or right of redemption of the debtor or his trustee, and to receive dividends on the amount of his proof above the value of his security."

No. 4. Proposed by Mr. M. Bateson-Wood, seconded by Mr. C. A. Wilkin:—

"That the right to compel a trustee to elect within a limited time whether he will disclaim onerous property, should be extended to the case of onerous contracts."

No. 5.—"That clause 101 of the Bill requires amendment."

Professional Remuneration.—Resolved—

"That the attention of the council of the Incorporated Law Society be called to the subject of payment of conveyancing costs by commission, and that the council be urged to endeavour to induce the Lord Chancellor to decide on the proposals for a scale now before him, and that the council be informed that the members of the association are willing to co-operate in any way that may be suggested to effect this object."

Payment of Legacy and Succession Duties.—Resolved—

"That the regulation of March, 1878, under which all legacy and succession duties are payable in London only is most inconvenient, and that the committee be requested to take such steps as they may think desirable to restore the previous regulations as to receipt of legacy and succession duties by distributors of stamps."

Substitutes for Committee-Men.—Resolved—

"That in any case where any member of the committee of this association is unable to attend a meeting of the committee, the Law Society of which he is a member may deputise any other member of that society to attend in his place."

A vote of thanks to the chairman concluded the business of the meeting.

LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.

The thirty-second annual general meeting of the above society was held on Wednesday last. The report states that the new policies were 132 in number, assuring £228,299, and yielding in premiums £8,977. The premium revenue, after deducting re-assurances, was £80,739; and the total revenue of the society amounted to £116,745. The total amount of claims that actually fell upon the society was £62,374. The funds of the society, after providing for all accrued liabilities, amounted on the 31st of December, 1877, to £835,782 19s. 8d., showing an increase of £31,885 11s. on the previous year, and are securely invested at an average rate of interest of £4 17s. 10d. per cent. per annum.

Obituary.

MR. HENRY THOMAS RILEY.

Mr. Henry Thomas Riley, barrister, died at his sister's residence, at Croydon, on the 14th inst. He was born in 1816, and was educated at the Charterhouse and Corpus Christi College, Cambridge, where he graduated B.A. in 1841, and M.A. in 1858. He subsequently received an *ad eundem* degree at Oxford, and was incorporated as a member of Exeter College. Mr. Riley was called to the bar at the Inner Temple in Michaelmas Term, 1847; but he had for many years devoted all his attention to literary pursuits. He published several translations for "Bohn's Classical Series," and a "Dictionary of Latin Quotations and Proverbs." He was also engaged, under the direction of the Master of the Rolls, in preparing an edition of the Chronicles of the Monastery of St. Albans, and Memorials of the Abbots, and he translated the Chronicles of the Mayors and Sheriffs of London, and published Extracts from the City Archives descriptive of London life in the 13th, 14th, and 15th Centuries. More recently he was engaged as a translator under the Historical Manuscripts Commission, in which capacity he rendered valuable service.

MR. WILLIAM BLACKMORE.

Mr. William Blackmore, solicitor, died on the 12th inst. The deceased was born and educated at Salisbury, and served his articles with Messrs. Lambert & Norton. He was for some time a member of a large legal firm in Liverpool, and had an extensive mercantile practice. After his retirement, a few years ago, he visited the United States, and engaged in a land speculation in the State of Colorado. Mr. Blackmore was very fond of geological and antiquarian researches, and carefully investigated the soil of the Mississippi Valley and other parts of America. He also purchased a valuable collection of American antiquities, which, on his return to England, he presented to his native city. The collection formed the nucleus of what is now known as the Blackmore Museum at Salisbury, and he afterwards added to it many interesting objects which had been exhumed in various parts of Wiltshire. Mr. Blackmore was looked upon as a high authority on all questions of natural history and geology, and took an active part in the transactions of the Wiltshire Archaeological Society. He was also for several years Vice-Principal of the Anthropological Institute.

Appointments, &c.

Mr. AMER ALI, barrister, of Calcutta, has been appointed a Presidency Magistrate at Calcutta, in succession to Mr. Frederick John Marsden. Mr. Ali was called to the bar at the Inner Temple in Hilary Term, 1873.

Mr. BENJAMIN BISSILL DYER, solicitor, of Boston, Lincolnshire, has been appointed Clerk to the Commissioners of Land Tax for the Kinton and Skirbeck Divisions. Mr. Dyer was admitted a solicitor in 1865, and is also clerk to the Boston Harbour Commissioners. He is also a commissioner to administer oaths.

Mr. JOHN FORTESCUE, solicitor, of Banbury, has been elected Clerk to the County Magistrates for the Banbury and Bloxham Division of Oxfordshire, in succession to Mr. Arthur Wilson, deceased. Mr. Fortescue was admitted a solicitor in 1841, and is in partnership with his sons, Mr. John Smyth Fortescue, and Mr. Charles Fortescue. He is also registrar of the Banbury County Court, and clerk to the borough magistrate, the Commissioners of Taxes, and the charity trustees.

Mr. JOHN LOVELL HAMSHAW, solicitor, of Hanley, has been elected Clerk to the Borough Magistrates at Hanley, in the place of his late partner, Mr. Ralph Stevenson, who has resigned.

Mr. FREDERICK JOHN MARSDEN, barrister, of Calcutta, has been appointed Chief Magistrate for the Town of Calcutta, in the place of Mr. Charles Miller, resigned. Mr. Marsden is the son of Lieutenant-Colonel Frederick Carleton Marsden, of Colne House, Essex, and was born in 1844. He was called to the bar at the Inner Temple in Trinity Term, 1868, and was formerly a member of the Northern Circuit. He has been for some time a presidency magistrate at Calcutta.

Mr. ROBERT BENDLE MOORE, of Birkenhead, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the county of Chester and the city of Chester.

Mr. CHARLES WILLIAM WATERS, solicitor, of Winchester, has been unanimously elected one of the Coroners for Hampshire. Mr. Waters was admitted a solicitor in 1869, and had for several years acted as deputy-coroner.

Legal News.

The *Manchester Guardian* states that the Associated Chambers of Commerce have lately memorialised the Commissioners of Inland Revenue, asking them to provide facilities for the transmission of documents through the Post-office to be stamped, the duty to be payable by means of fee stamps similar to those issued in the other public departments, instead of requiring all such documents to be presented personally at the head office, and to be again called for after they have been stamped. In reply, a communication has been received from the commissioners stating that the subject of offering facilities for the transmission of executed instruments has had their consideration, and that arrangements are now being made, and will soon be completed, for allowing distributors and sub-distributors of stamps to receive and transmit all documents which may legally be stamped after execution, and which are liable to duties not exceeding £10.

The case of *Guthrie v. Weaver* (1 Mo. App. Rep. 136), says the *Albany Law Journal*, was an action of replevin to obtain what was described to be a coffin of the value of 90dols., with its contents. The contents were the dead body of plaintiff's wife, who was the daughter of defendant. The body had, with the consent of plaintiff, who had paid for the coffin containing it, been buried in a cemetery lot belonging to defendant. Thereafter plaintiff demanded a delivery of the coffin and body to him that he might re-inter them, and this being refused, he brought this action. The court held that there is no property in a corpse, that the relatives have only the right of interment; that this right, in the case at bar, having been exercised by a burial in the father's lot, with the consent of the husband, no right to the corpse remained except to protect it from insult. The doctrine that there is no absolute property in a dead body has been asserted in several cases. *Wynkoop v. Wynkoop* (42 Penn. St. 293); *Pierce v. Proprietors of Swan Pt. Cemetery* (10 R. I. 227; 14 Am. Rep. 667); *Kemp v. Wickes* (3 Pullin. 264).

"Lawyers" write to the *Times*:—We have an appointment to complete a land transaction on Tuesday, the 23rd inst. The land being in Middlesex, we are compelled to search the registry of that county, and the search is long and intricate. We received our instructions yesterday, and it is of the utmost importance that we should be quite ready on Tuesday. We find, on inquiry at the registry this morning, that it will be closed until Thursday, the 25th inst. We have searched until we were turned out of the registry at three o'clock, the hour of closing to-day; but obviously a search made in so hurried a manner is incomplete and unsatisfactory, and our client will therefore have a choice of evils on Tuesday—either to complete the transaction, running the risk of anything being registered affecting his title, or to refuse to complete, and run the risk of the consequences from the persons who will suffer by his default. Surely the registrars, who receive fees amounting to many thousands a year and delegate their work, could afford to leave a couple of clerks in charge of the registry during the holidays. The inconvenience must have been felt by many, but it is well known that none are so long suffering as lawyers.

At the Liverpool Police-court on Tuesday Messrs. Elder & Rathven, game and poultry salesmen, were charged under the second section of the Wild Birds Protection Act, with having on the 4th inst. exposed for sale a large number of quails, taken between the 15th of March and the 1st of August, whereby they had rendered themselves liable to a reprimand and payment of costs for a first offence, and a penalty not exceeding 5s. per bird for every subsequent offence, unless they could prove that the birds were bought or received on or before the 15th of March. A police inspector deposed to finding a large number of quails on the premises of the defendants, who said they were Egyptian birds. For the defence it was argued that the Act did not apply to foreign birds; but in answer to this, attention was called to the decision of Lord Chief Justice Coleridge in the case of *Whitehead v. Smithers*, in which the bird in question was a plover. The defendants' advocate said the case did not apply, as the plover was an English bird, while the quail was not. Mr. Banner, magistrate, said he had seen a quail in this country. It was, perhaps, he added, the most peculiar bird in the world, being known in every country. Then it was stated that the birds were bought and caught before the 15th of March, which the clerk said was the only question in the case. Mr. W. Humphrey Jones, one of a firm of Egyptian merchants, said that 20,000 of the birds were shipped from Alexandria on the 16th of March, and that they were certainly bought before that date. Mr. Banner said that he would not like to eat a bird caught so long ago; but Mr. Elder produced one of the quails in court, and it was a fine bird. He said they were imported alive, well fed and cared for on the voyage, and, being the only game at present in the market, were considered a great delicacy. The summons was dismissed.

It is stated that the number of public bills introduced into or brought down from the Lords to the House of Commons up to the present time is 147, of which 28 are Government measures. Only 15 of these have as yet become law; The Bills of Exchange Act, Consolidated Fund Acts (2), Exchequer Bonds Acts (2), Glebe Loans (Ireland) Act, House Occupiers' Disqualification Removal Acts (2), Linnen and Yarn Halls (Dublin) Act, Local Government Provisional Orders Act, Mutiny and Marine Mutiny Acts, Public Parks (Scotland) Act, Thrashing Machines Act, and Parliamentary Elections (Metropolis) Act. Only four others have been sent to the Lords, and of the remainder 39 only have passed the second reading. Nine Bills have been rejected and eight others withdrawn or dropped, so that a large amount of work remains to be done after the recess, or a great "slaughter of the innocents" must be made as the session advances. Very few public measures have been initiated in the House of Lords, the Bishoprics Bill, The Contagious Diseases (Animals) Bill, the Continuous Brakes Bill, and the Medical Act Amendment Bill, all of which are in or through committee, and the Telegraphs Bill which is down for second reading, being the most important. Out of 275 private Bills for which applications were made before the beginning of the present session, only 249 have been actually proceeded with, and of these seven have been withdrawn at a later stage of their progress. Eighty of these measures originated in the House of Lords, whence all but twenty-four of them have been sent on to the Commons, and thirteen of them have received the Royal Assent. Of the Commons' Bills, 49 have passed the Lower House and are in various stages of progress there, while twenty-one of them have become law. There have so far been only two batches of "Royal Assents"—the first on March 28 and the other on Tuesday last, just before the adjournment for the Easter holidays. Six of the bills have been thrown out in consequence of non-compliance with standing orders or because the select committees have reported the "preamble not proved." The measures actually proceeded with may be classified in the following order:—Railway Bills, 96; Tramway Bills, 31; Water Bills, 31; Gas Bills, 24; Docks and Harbours Bills, 18; Local Improvement Bills, 49. Besides these Bills introduced in the ordinary way, three personal Bills, the Treherne's Estate Bill, the Londonderry Settled Estates Bill, and the Stafford's Estate Bill, have been brought into the House of Lords, the former two on the recommendation of the Chancery Division of the High Court of Justice, and the latter on a special petition.

County Courts.

SOUTHWARK.

(Before H. J. STONOR, Esq., Judge.)

Jan. 7.—*Nesbitt v. Webb.*

On the sale of specific goods by a wholesale to a retail dealer by sample, taken by the purchaser, there is an implied warranty that the whole of the goods are merchantable.

The plaintiffs, who were wholesale dealers in the Borough, sued the defendant, who is a retail dealer in Kensington, for £38 2s. 3d. in respect of thirteen casks of Normandy butter marked T. B., weighing 6 cwt. 2 qrs. 8 lbs., at 45 16s. per cwt., sold and delivered by them to the defendant, and the defendant pleaded a set-off or counter-claim of £4 for loss or damage on eight of such firkins (being 4 cwt. at 20s. per cwt.), and paid the balance into court.

Biron, for the plaintiffs.

Washington, for the defendant.

The circumstances of the case appear from the judgment.

HIS HONOUR.—On the 27th of August last the plaintiffs' broker, Charles Webb, who is a relative of the defendant's, told the defendant that he had sold some of the butter in question for the plaintiffs, and that it proved to be of very good quality, and he recommended the defendant to purchase the remainder, being fifteen firkins. The defendant consequently called at the plaintiffs' warehouse and asked to see and sample the butter in question, and was accordingly shown it, and a firkin was selected at random and opened for the defendant's inspection and examination, and proved to be perfectly good. The defendant offered 112s. per cwt. for the fifteen firkins, which was declined by the plaintiffs, who stated that the lowest price which they would take would be 116s. The defendant left without concluding the purchase, but in the evening wrote to Charles Webb that if the fifteen firkins remained unsold he would take them at the latter price. This order was communicated to the plaintiffs, and they immediately sent to the defendant by carrier thirteen firkins, being the residue of the butter in question, two firkins having been sold in the interim. The thirteen firkins arrived at the defendant's in due course, and one or more of them were opened the next morning and found to be what is technically called "sidey," that is to say, bad or mouldy round the sides of the casks. The defendant immediately communicated with the plaintiffs and Charles Webb, claiming an allowance in respect of the damaged butter, and inviting the former to come and inspect the same. The plaintiffs repudiated the defendant's claim, and did not go to inspect the butter; the defendant then caused a careful examination to be made of the thirteen firkins of butter, and found that eight firkins were more or less damaged, and that the total consequent loss to him would, on a fair estimate, amount to the sum now claimed by the defendant, viz., £4.

On the part of the plaintiffs it was contended that the rule of *caveat emptor* applied, whilst on the part of the defendant it was contended that the rule did not apply, and that there was an implied warranty on the part of the plaintiffs that the butter was merchantable on its arrival at the defendant's premises, and for a reasonable time afterwards.

I confess that at first sight it appeared to me that the defendant having purchased by sample, taken by himself, or under his personal direction, a specific quantity of a particular kind of butter bearing a particular brand, and the plaintiffs having no more knowledge of the contents of the several firkins than the defendant had, the rule of *caveat emptor* ought to apply, but after referring to the authorities cited by Mr. Washington in his able argument, I have come to the contrary conclusion, but not without some doubt. It has long been held that on the sale of goods by a wholesale dealer to a retail dealer, as in the present case, there is an implied warranty that the goods are merchantable, and that such implied warranty is not negated by any express warranty which may be given. The question here, however, is not whether it is negated by any express warranty, but whether it is negated by the circumstances attendant on the sale, and especially by the purchaser having bought specific goods after sampling them himself. In the case of *Jones v. Just* (16 W. R. 643) it

was held that on the sale of a specified number of bales of Manila hemp, with a particular mark, there was still an implied warranty that the hemp should be merchantable, and being damaged to the extent of twenty-five per cent. through negligent packing, the vendors, although they had no knowledge of the damage, were held liable for such damage; and in the case of *Moody and others v. Gregson* (28 L. J. Ex. 12) it was held that where the sale was by the seller's sample there was still an implied warranty that the goods were merchantable in respect of all such matters as could not be judged of by sample, and the observations of Mr. Justice Willes in the last case as to the intention and object of using samples, and as to such intention and object being the test of their negating implied warranties, appear to me to bear equally on samples taken by purchasers as on samples taken by sellers. His lordship says, "Did the fact of the sale being by sample negative the implied warranty that the goods should be merchantable? That must depend upon the object and intention of the parties in using a sample; and the object and use of either inspection of bulk or sample alike are to give information disclosing directly through the senses what any amount of circumlocution might fail to express. It seems difficult, therefore, to ascribe any greater effect to a sample in excluding implication than would be ascribed to express words in the contract, giving, so far as words could give, the same amount of information; and as to such words the doctrine that an express provision excludes implication '*expressum facit cessare tacitum*' does not affect cases in which the express provision appears upon the true construction of the contract to have been superadded for the benefit of the buyer, as in *Bigge v. Parkinson* (10 W. R. 349, 7 H. & N. 586), where a warranty that the provisions sold should pass the inspection of the East India Company was held not to exclude the implied warranty of merchantableness."

Now to apply in the present case the test laid down by the learned judge, could the sample taken by the defendant do more than convey to him the information that the butter in one firkin and presumably in the others was of the kind he wanted—viz., Normandy butter—whether a portion in that firkin and the remaining firkins were or were not unmerchantable? Clearly not; and therefore the information derived from the sample was at most the same as if the seller had given an express warranty that the butter was Normandy butter, which would clearly not negative the implied warranty that it was merchantable butter, according to the case of *Bigge v. Parkinson*. There is, indeed, a case of *Parkinson v. Lee* (2 East. 314), which is certainly somewhat opposed to this view, as it was there held that on a sale of hops the vendor was not liable for a deterioration of the hops after the sale, in consequence of their having been previously watered without his knowledge; but this case is distinguishable from the cases I have already cited and the present case by the fact that the hops were not deteriorated at the time of the sale and delivery, nor for a considerable time afterwards. It was contended on the part of the plaintiffs that the damage to the butter in the present case might have resulted from exposure to the sun or other neglect in its carriage from the plaintiffs' to the defendant; but no evidence was offered in support of this hypothesis, which must, therefore, be disregarded; and the recent case of *Beer v. Walker*, 25 W. R. 880, where it was held in respect of a contract by a wholesale dealer in London with a retail tradesman at Brighton for the sale of rabbits, that there was an implied warranty that the same should be fit for human food, not only when delivered at the railway station in London, but when in the ordinary course of transit they should reach Brighton, and until there was a reasonable opportunity of dealing with them in the usual course of business, appears, in this respect, to govern the present case. Relying, therefore, on the cases of *Jones v. Just*, and *Moody v. Parkinson*, and the dicta of Mr. Justice Willes in the latter case, and also on the case I have just cited, I find for the defendant on his counter-claim, and as he has paid the balance into court, the verdict will be for the defendant, with costs.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

April 16.—*Re W. B. Hamilton.*

Bankruptcy Act, 1869, s. 48—Refusal of order of discharge.

His Honour gave his reasons in writing for refusing to grant an order of discharge to William Branker Hamilton, oil and grease manufacturer, Brownroayd. In the course of his remarks his Honour said: This is an application by the bankrupt, William Branker Hamilton, for an order of discharge, and he claims it as of right on the ground that he has complied with the requisite conditions of section 48 of the Bankruptcy Act of 1869. The evidence of compliance is, that at a meeting of his creditors, held on the 18th of February, 1878, a special resolution was passed that the failure of the bankrupt to pay a dividend of 10s. in the pound has, in their opinion, arisen from circumstances for which the bankrupt cannot justly be held responsible, and they desired that an order of discharge should be granted to the bankrupt. The resolution that the bankrupt's inability to pay 10s. in the pound arose from circumstances for which he cannot justly be held responsible, is shown to be false by what appears upon the records of this court, and of which I myself, as the presiding judge, have judicial knowledge. The first meeting under the bankruptcy was held on the 11th of April, 1876, and from the statement of affairs produced at the meeting it appeared that the unsecured debts amounted to £17,811 16s. 8d., and the assets to £1,553 3s. 8d. Of the debts, those due to stockbrokers were £12,185 16s. 8d., or about three-fourths of his entire indebtedness. The bankrupt was willing to render the trustee all proper assistance in the realization of his estate; and the trustee, with the sanction of the committee of inspection, considered it essential, in the interest of the trade creditors, that the bankrupt's transactions with the several stockbrokers with whom he had had dealings should be strictly investigated. The bankrupt gave the trustee accounts showing dealings during the three previous years, amounting, as he alleged, to the enormous sum of about £4,800,000, upon which there had been great losses, some of which had been paid in addition to the sums alleged to be remaining due. The trustee and committee of inspection considered the investigation of these transactions of such great importance that Mr. Gardiner, the solicitor for the trustee, applied to me to hold special sittings for the examination of the stockbrokers in public, and I appointed special sittings accordingly. The result of those examinations showed beyond all possibility of doubt to the trade creditors of the bankrupt that his insolvency was attributable entirely to his reckless speculations, carried on for several years with brokers to whom he had paid, from time to time, large sums of money withdrawn from his business, which ought to have been available, and would have been sufficient to have paid all his secured creditors 20s. in the pound, and that he had carried on these speculations and withdrawn his business funds in such a manner as intentionally to deceive his bankers, and keep them in ignorance of his illegitimate proceedings. The trustee, Mr. Buckley, having died, a meeting of creditors was held on the 31st of August, 1876, at which Mr. H. Dickinson, of Bradford, accountant, was appointed trustee in Mr. Buckley's place, and he has proceeded to complete, and has completed, the winding-up of the estate. A dividend of 4s. 0½d. in the pound has been declared and paid, and by order dated the 5th of March, 1878, the trustee has been discharged, and the bankruptcy closed. The estate of the bankrupt having proved insufficient to pay 10s. in the pound, he has been desirous of bringing himself within the terms of the 48th section, by inducing his creditors to pass a resolution that his inability to pay 10s. in the pound has arisen from his misfortunes, and not his fault. Accordingly the trustee, at the instance of the bankrupt, summoned a meeting of creditors to be held at his office on the 30th of January, 1877. The meeting was held, but the proportions of assent and dissent not being sufficient to carry the resolution as a special resolution, the meeting proved abortive. The bankrupt prevailed upon the trustee to call another general meeting of his creditors on the 18th of February, 1878, and notice thereof was duly advertised, and notices sent by post to all the creditors. I very much doubt the sufficiency of the notice, and consequently the legal validity of what was done at the meeting, but I am unwilling

to dispose of this application on that narrow ground, there being, as it seems to me, a broader ground upon which I am bound to dispose of it. The meeting was held on the 18th of February last, and was attended by two creditors in person and by the trustee, holding the proxies of six creditors, which included the two stockbrokers Gaskell and Williams; one creditor dissented. The other creditor and the trustee, as proxy for the six creditors, carried the resolution. The total amount of debts represented at the meeting was £2,247 14s. 1d., being less than one-fourth of the total amount of debts proved. The trustee's proxies are duly filed, and it would seem before he could feel himself justified in using the proxies in support of such a resolution, he required to be armed with a special authority from each of his principals for so doing, and he has filed those authorities. They are all in the same form, and each is signed by the particular creditors. They run thus:—"Mr. Hy. Dickinson—Dear Sir,—*Re W. B. Hamilton.* We request you to use our proxy in this matter for the purpose of obtaining Mr. Hamilton's discharge." These authorities, of course, left Mr. Dickinson no discretion. The meeting was obviously arranged and conducted in the interest and solely for the benefit of the bankrupt, and the resolution was passed as a thing pre-arranged. The question now arises whether such a resolution so proposed at such a meeting so held, was a *bona fide* and valid exercise of the power given by the statute to the majority then present, so as to bind dissentient and absent creditors. What, I ask, was the object of the statute, as it is to be collected from the 48th section? It is first to be observed that it was not the object of the statute to give the creditors absolute power to grant or withhold the bankrupt's order of discharge at their mere will and pleasure. The order is to be granted by the court if the bankrupt complies with the conditions imposed by the statute. In order, however, to comply with one of those conditions, I am of opinion that the misfortunes of which the creditors are to judge, are such as may befall an honest trader in the legitimate course of his business, without moral blame on his part—not such as are the direct consequence of his own misconduct as a trader. Excessive gambling, though not illegal, is purely commercial misconduct. To confound misfortune with misconduct is to confound right with wrong, honesty with dishonesty, truth with falsehood. In the present case the resolution passed by the meeting of creditors in my judgment involved all these confusions, and in my opinion was an illegal exercise of the statutory power given to a majority to bind a minority. The resolution was a mere favour granted to the bankrupt, for reasons probably of kindness and benevolence, but was not the fair exercise of a reasonable judgment applied to the facts of the case as known to the creditors who passed it. The order of discharge founded upon such a resolution would not be confined in its evil consequences to absent creditors; it would affect third parties by enabling the bankrupt to obtain credit from strangers by means of a false representation sanctioned by an order under the seal of the court. I think I may venture to assume that not one of those creditors who authorized the trustee to concur in the resolution which the bankrupt seeks to make the ground of his application for the order would, if there were no bankruptcy, venture to sign such a resolution in order that the bankrupt might use it as a means of obtaining credit. Each one who signed it would render himself liable to an action for damages at the instance of any person who could prove that he had been injured by giving credit to the bankrupt upon the faith of it. I consider I am asked to give the sanction of the court to a falsehood through an improper exercise of the power given to the creditors by the 48th section. I shall decline to grant the order, and state, as the ground of my refusal, that it appears from the proceedings on the file that the failure of the bankrupt to pay 10s. in the pound arose from losses incurred by him in gambling in stocks and shares; that the fact of such losses and the cause of them were well-known to the creditors, who passed, or authorized the passing of, the resolution at the meeting held on the 18th of February, 1878, and such resolution was passed in the interest of the bankrupt, and not in due and proper exercise of the power given to the creditors by section 48 of the Bankruptcy Act, 1869. If I am wrong, the bankrupt is not without an easy means of redress.

Law Students' Journal.

PRELIMINARY EXAMINATION.

A class for the purpose of preparing students for the October examination will be commenced at the Birkbeck Literary and Scientific Institution, Southampton-buildings, on Saturday afternoon next.

Court Papers.

COURT OF APPEAL.

APPEALS FROM QUEEN'S BENCH DIVISION.

For Judgment.	West v Wood admix
Lohre v Arctison and Another	Holme v Brunsell & another
Brice v Bannister	Levy v Lawes
Horne v Rouquette	Newcome and Co v Pemberton
For Argument.	Wingale & Co v Foster
Campbell v Roswell	McMillan & Son v The Liverpool
Laing v Holloway & another	& Texas Steam Ship Co Limited
La-celles & another v The Earl of	& another
Onslow and another	Sturge v Garlick
(Stand over till Trinity Sittings)	Porteus v Watney
Goddard v Thompson and another	Angus & Co v Dalton
(Points on New Trial to be argued.)	Pickup v The Thames & Mersey
Baxendale v Bennett (No. 1.)	Marine Insurance Co
Baxendale v Bennett (No. 2.)	Cooper (Trustee) v Neil
The Mayor of Harwich, and	Edwards v Maffery & another
another v The Great Eastern	Attenborough v the London & St
Railway Co	Katharine Docks Co
Fitz Gibbon and another v Grant	Messrs. Burdick v Jordan
& another	Boyce v Duns, Brown & Co
Grant & another v The North	
Wales Narrow Gauge Ry Co	

APPEALS FROM COMMON PLEAS DIVISION.

For Judgment.	Stoneham v Davies and Wife and
Nil.	others
For Argument.	Ford v Taylor
Mayor of London v London Joint	(To stand over.)
Stock Bank (To stand over.)	Moss v James
Grant v The Banque Francaise	Taylor and others v Shales
Egyptienne, and the Mayor of	Watson v Houliker and Wife
the City of London	Charles v Taylor, Walker & Co.
Kantiz v Scarborough and anr	Kaltenbach v Mackenzie
(stands over.)	Hales v Quennell
Redrup and ors v King	(To stand over.)
(To stand over.)	Kendall and others v Hamilton
Yettis v Foster and another	Ottawa v Hamilton
Usill v Brearley	Kipling, P. O. v Todd
(To stand over.)	Kipling, P. O. v Allan
Usill v Clarke	Anderson & Co. v Pellicier
(To stand over.)	
Usill v Hales	
(To stand over.)	
Scott v The General Steam Navi-	
gation Co.	

APPEALS FROM EXCHEQUER DIVISION.

For Judgment.	Smith and Son v McDougall
Weir v Brett	Etty v Wilson
Brynen & Co v Godden & Son	Rickard v Moore
For Argument.	Shaddick v The Crown Preserved
Hutchinson v Rogers	Coal Co
Acates v Burns and another	Faire o ish v Marshall
Davies and ors v Felix and ors	Browns v The Banbury Ry Co
Bunting v Sargent & ors	Harland v Leeman
The Wrexham Mold Co v The	Siraker & ors v Kidd & Co
Little Mountain Coal Co	(Stands over)
(Stands over.)	Cochrane v Matthews
Randall, Saunders & Co v Thorn	Attenborough v The London & St
& Co	Katherine Docks Co
Stevens v Taylor	Stickey v Montiflora
The Mayor of the Borough of	Meyerhoff & anr v Forehick
Pearbyn v Best	
Fisher v Drewitt	

HIGH COURT OF JUSTICE.

QUEEN'S BENCH, COMMON PLEAS AND EXCHEQUER DIVISIONS.

EASTER SITTINGS, 1878.

QUEEN'S BENCH DIVISION.

NEW TRIAL PAPER.

For Judgment.	Field, J.	Bowen
Lamb v Walker	Hilary Sittings, 1878.	
For Argument.	London, The London and York-	
Trinity Sittings, 1877.	shire Steam Shipping Co v	
Middlesex, Pooley v Barron	Gladden	
Grove, J.	Field, J.	Cohen
Michaelmas Sittings, 1877.	Tried during Sittings.	
Somerset, The Queen v The In-	London, Glolibrst v The Falkland	
habitants of Somerset	Islands Co	
Lord Coleridge	Huddleston, B	Forbes
Middlesex, Hunt v The City of	London, Grant v Holland	
London Real Property Co	Denman, J	Pellard

Middlesex, Jones v Waddington	Denman, J	Herschell
Mellor, J	Middlesex, Wilson v Newman	
Liverpool, Hamilton v Johnson	L C Justice	Day

SPECIAL PAPER.

For Judgment.	Coverdale v Charlton	Stirke
G W Ry Co v Midland Ry Co	S C	(Two judges.)
Leatham v Amor.	The Bishop of St. Albans v	
For Argument.	Battersley	
Potter v Cotton	S C	Lee & B
In re Matter of Arbitr. between	(Two judges.)	
G. P. Bidder & ors.	Walker v Walker & anr.	
S C	S C	Bloxam & E.
(Two judges.)	(Two judges.)	
The Manchester, &c., Ry. Co. v	Burns v Nowell	
The Queen	Dem	Mackrell & Co.
S C	Wysell v London, Brighton, and	
(Two judges.)	South Coast Ry. Co.	
Hill & anr. v Platt & ors.	S C	Smith & D.
Dem	Rickards & Co.	(Two judges.)

ENLARGED RULES AND ORDERS.

First Day.

The Queen v The Commissioners of Sewers of the Lewis & Laughton	
Levels	C. Hall's S C
A. L. Smith's rule	
The Queen v The Fulham District Board of Works	
Philbrick's rule	
The Queen v The Mayor and Aldermen of the Borough of Falmouth.	Charles's S C
Stephen's rule	
The Queen v W. Bayliss, Esq. & anr.	
Austin's rule	
In the Matter of W. H. Fellows, gent., one, &c.	
Murray's order	
In the Matter of J. S. Fowler, gent., one, &c.	French's S C
Shrupp's order	
In the Matter of Bland & ors.	McIntyre's S C
Cohen's order	
In the Matter of L. Barnett, gent., one, &c.	
Gorst's order	Kemp's S C

COMMON PLEAS DIVISION.

REMANET PAPER.

New Trials of Hilary Sittings, 1878.

Walker v Balfour & ors.	Entwistle v Hodgkinson
Same v Same	Mull v Crook & anr.
Gale v Mollwraith	Mull v Marchant & ors.
McEacharn	Elliot v Lawson & anr.
& Co.	Griffin & anr. v Robson & anr.
Tuck v Lloyd	Price & ors. v Evans & ors.
Lemare v London & St. Katherine	Higgs v The Wimbledon Local
Docks Co.	Board
Button v O'Neill	
Bertil & Wife v Neveux & Wife	

PEREMPTORY PAPER.

The Standard Iron & Steel Co. &	Enlarged to 7th May
Messrs. Cart	In the Matter of Edmund Knowles
Enlarged to 7th May	Binn, one, &c.
Brashier v Gadsden	Generally—Master to Report

SPECIAL PAPER.

Williams v Andrews, Clerk	resps
Backhouse & Co v Liddle & anr	Allen v Wakefield
Hayward v Brown & ors	Robert, Williams & Co v The
Jones v Robinson	Liverpool Alliance Land Co
Budge, petr v. Andrews & ors,	lind

DEMURRERS.

Streeter v Banks	The Martella Iron Ore Co ld v
Chamberlaine, Clerk v Barnwell,	Allen
Clerk	Caddick v Dant & Co
Same v Wallington	Fraser v Troughton
	Gask & anr v Pooley

APPEALS FROM INFERIOR COURTS.

Flint v Reeve (Brown earnings)	Richmann v B B Body & Co
Bennett v West Worthing Im-	Escoff v Gray
provement Commissioners	Lovell & E Newton v W Newton
Vergette & anr v Williams	Lewis & ors v Great Western Ry Co
Long Eaton Local Board v Bates	Jas Smith & Co v West Derby
Same v Wallis	Local Board
London Brighton & South Coast	Scott & ors v Wright
Ry Co v Watson	In re Tradechrylew & Cymmer
Clutterbuck v Ward & ors	Pioneer Industrial Society lind v
Caughey v Jas. Gordon & Co.	& Whiteman v Hawkins
Appleford v Jenkins	Haigh v Boyce
Hoke & anr v North Metropolitan	
Tramway Co	

EXCHEQUER DIVISION.

NEW TRIAL PAPER.

For Judgment.	Stafford, Reynolds v The London
Middx, Cleaver v Kirby	& North Western Ry Co
Hawkins, J	Huddleston, B
Mr Macrae Moir	Mr Anstie
For Argument.	(One Judge.)
Gloucester, Rhos Llantwit Coal	Official Referee, Sorf, v The
Co v Mon Railway and Canal Co	Vestry of Chelsea
Quain, J	Mr Verey
Mr H Matthews	Mr Collins
Lincoln, Fish and ors v Hudson	Middlesex Warr v Peck
Field, J	Peck v
Lincoln, Same v Same	Warr
Field, J	Cleasby, B
(Three judges.)	W. G. Harrison
Middlesex, Bayley v West Kent	London, Butterworth v Central
Gas Co	Bank of London
Cleasby, B	Lurch, J
Mr Russell	Middlesex, S. Swanck Forndran
	Cleasby, B
	McIntyre

London, Binn v Roberts	T Saler	Middlesex, Ayres v The Fulham
London, Mills v Usborne	Wheeler	Board of Works
		Solicitor-Gen
		Midsex, Postlethwaite v Free-
		land
		Chen

APPEALS FROM INFERIOR COURTS ASSIGNED TO THE EXCHEQUER DIVISION.

FOR JUDGMENT.

NIL.

FOR ARGUMENT.

Gloucester, Barnes v Chipp	Essex, Crush and ora v Turner
Lancashire, Hawks v Smith	Staffordshire, In re T Dutton and
Buckinghamshire, Crowhurst v	Y N Peake
The Amersham Burial Board	Yorkshire, Barnley v Pope & anr
Yorkshire, Whitehead v Hold-	Northamptonshire, Hawes v Gib-
worth & anr	berd
Dorsetshire, Sherwood v Collins	Durham, Cross Gas Co v Price
Salford, Ogden v Hall	Middlesex, Hooper and anr v
Manchester, Roik v Hoppy	Graham and anr
Glamorganshire, Clements v Roes	Middlesex, Murphy v Keysell
Worcestershire, Grunwald v	
Auerbach	

HIGH COURT OF JUSTICE.

ADMIRALTY DIVISION.

Easter Sitting.

The court will sit at Westminster at half-past ten on every weekday except Monday, and at half-past eleven on Monday, from Tuesday, April 30, until Friday, June 7, inclusive. On Monday the court will sit at a later hour than usual, if necessary. Summonses in chambers and motions in court will be taken at Westminster the first thing every Tuesday during that period. All papers for motions and for summonses to be heard before the judge must be left in the Admiralty Registry, Somerset-house, on the Thursday preceding. Summonses before the registrar will be heard at the Registry, Somerset-house, at half-past ten on every Wednesday and Saturday during the same period.

SALES OF ENSUING WEEK.

April 30.—Messrs. DEBENHAM, TOWSON, & FARMER, at the Mart, at 2 p.m., City freeholds (see advertisements, this week, page 522.)
April 30.—Messrs. HARMAN & MATTHEWS, at the Mart, at 2 p.m., freehold ground-rents (see advertisement, this week, page 522.)
May 1.—Messrs. EDWIN FOX & BOUFIELD, at the Mart, on tinent and reversionary interest, at 2 p.m. (see advertisement, this week, page 522.)

PUBLIC COMPANIES.

April 25, 1878.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½	Annuities, April, '88, 94½
Ditto for Account, May 3, 94½	Do. (Red Sea T.) Aug. 1908
Do. 3 per Cent. Reduced, 93½	Ex Bills, £1000, 2½ per Ct. 7 pm.
New 3 per Cent., 93½	Ditto, £500, Do. 7 pm.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £250, 7 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 236
Do. 5 per Cent., Jan. '78	Ditto for Account.
Annuities, Jan. '80	

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	—
Stock Caledonian	100	113½
Stock Glasgow and South-Western	100	104
Stock Great Eastern Ordinary Stock	100	47½
Stock Great Northern	100	15
Stock Do., A Stock	100	116½
Stock Great Southern and Western of Ireland	100	—
Stock Great Western—Original	100	96½
Stock Lancashire and Yorkshire	100	130
Stock London, Brighton, and South Coast	100	—
Stock London, Chatham, and Dover	100	21½
Stock London and North-Western	100	145½
Stock London and South-Western	100	133½
Stock Manchester, Sheffield, and Lincoln	100	77½
Stock Metropolitan	100	113½
Stock Do., District	100	57½
Stock Midland	100	125½
Stock North British	100	84
Stock North Eastern	100	140½
Stock North London	100	145
Stock North Staffordshire	100	61
Stock South Devon	100	66
Stock South-Eastern	100	128½

* A receives no dividend until 6 per cent. has been paid to B.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 103½	Ind. Pr. 5½ per Cent., May, 90
Ditto for Account, —	Ditto Debentures, 4 per Cent,
Ditto 4 per Cent., Oct. '88, 100½	April, '84
Ditto, ditto, Certificates —	Do. Do. 5 per Cent., Aug. '73
Ditto Enticed Ppr., 4 per Cent. 82	Do. Bonds, 4 per Cent. £1000
nd Ind. Pr., 5 per C., Jan. '73	Ditto, ditto, under £1000

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

JELF—April 19, at Oak House, Carlton-road, Putney, the wife of Arthur Richard Jelf, barrister-at-law, of a daughter.

MARRIAGES.

ATTENBOROUGH—HICKSON.—April 23, at St. Saviour's, Paddington, Mark Attenborough, King's Bench-walk, Temple, solicitor, to Wilhelmina Florence, widow of the late C. S. Hickson, M.A.

HOLROYDE—PONTIFEX.—April 20, at New Barnet, W. F. Holroyde, solicitor, Halifax, to Elizabeth, daughter of Saml. Pontifex, A.I.C.E., of Argyll Lodge, New Barnet.

TERRELL—ROBERWEIN.—April 16, at St. Mary Abbott's, Kensington, Arthur A Beckett Terrell, barrister, of 20, New-square, Lincoln's-inn, to Georgina Frederika, daughter of the late George Frederick Koberwein, of 182, Holland-road, Kensington.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, April 19, 1878.
Arthy, Joseph Bridge, and Charles Bell, Chelmsford, Essex, solicitors.

April 3
Forfield, William, and Edward William Sampson, Parson's hill, Woolwich, solicitors. April 5

Winding up of Joint Stock Companies.

FRIDAY, April 13, 1878.
LIMITED IN CHANCERY.
Crown Match Company, Limited.—Petition for winding up, presented April 16, directed to be heard before the M.R. on May 4. Denton and Co, Gray's-inn-square, solicitors for the petitioner.
Little Mountain Coal Iron, and Clay Company, Limited.—V.C. Malins has by an order dated April 10, appointed Alexander Young, Tokenhouse yard, to be official liquidator.

TUESDAY, April 23, 1878.
LIMITED IN CHANCERY.
Brynknaft Collieries, Limited.—By an order made by the M.R. dated April 13, it was ordered that the above company be wound up. Foss and Legg, Abchurch lane, solicitors for the petitioners.
Great Wylde Lead Mining Company, Limited.—Petition for winding up, presented April 13, directed to be heard before the M.R. on Friday, May 3. Foss and Legg, Abchurch lane, solicitors for the petitioner.

Victoria Coal and Iron Company (Swansea Vale) Limited.—V.C. Bacon has fixed Thursday, May 2, at 12, at his chambers, at the time and place for the appointment of an official liquidator.
Wirth Freres et Cie, Limited.—Creditors are required on or before June 4, to send their names and addresses and the particulars of their debts or claims to Henry Brown, Westminster chambers, Victoria st, Westminster. Tuesday, June 18, at 11, is appointed for hearing and adjudicating upon the debts and claims.

COUNTY PALATINE OF LANCASTER.
FRIDAY, April 19, 1878.
Ditton Coal and Iron Company, Limited.—By an order made by the V.C. dated April 9, it was ordered that the above company be wound up. The V.C. has fixed May 1, at 11, at the office of the District Registrar, Dale st, Liverpool, as the time and place for the appointment of an official liquidator. Mather, Liverpool, solicitor for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, April 16, 1878.
Bryett, Albert Nickles, Isled rd, Holloway, Builder. April 23.
Bryett v Bryett, V.C. Malins. Mason, North Buildings, Finsbury.
Fulford, James, Birmingham, Pearl Button Manufacturer. May 20.
Fulford v Fulford, V.C. Bacon, Wright, High Holborn.
Knight, George Thomas, Camden park road, Share Broker. May 18.
Jinks v Bryant, M.R. Lincolns and Co, Walbrook.
Palmer, James Little Saint James', at Westminster, Licensed Victualler. May 10. Fry v Palmer, V.C. Hall. Fry and Hudson, Hart st, Mark lane.
Palmer, John, Leyton, Essex, Gent. May 10. Palmer v Palmer, M.R. Wragg and Edwa de, Great St Helen's.
Saunders, Joseph Lambert, Hastins, Restaurant Proprietor. May 15.
Snelgar v Lambert, V.C. Hall. Angell and Lambert-Terry, Gresham st.
Williams, Daniel, Follibob, Carlisle, Retired Bookseller. May 20.
Jones v H. M's. Attorney General, V.C. Malins. Hughes, Aberystwith.
FRIDAY, April 19, 1878.
Breed, Mary, Buck's Hill, Watford. May 23. Breed v Rodwell, M.R. Miles, King Edward st.
Crease, Samuel, Bristol, Carriage Factor. June 1. Crease v Crease, V.C. Hall. Atchley, Bristol.
Evans, David Isaac, Merthyr Tydfil, Glamorgan. Grocer. June 1.
Lewis v Evans, V.C. Hall. Lewis, Merthyr Tydfil.

Griffiths, Richard, Carmarthen, Carmarthen, Farmer. May 24.
Lloyd v. Jones, V.C. Hall. Barker, Carmarthen
Homes, John, Sireton Grandison, Hereford, Gent. May 29. Homes
v. Bull, V.C. Hall. Piper, Ledbury
Langenech Collieries Co. May 29. Stallard v. Browne, V.C.
Malins
Fowell, Watkin, Casharris, Glamorgan, Innkeeper. May 21. Williams
v. Fowell, V.C. Hall. Lewis, Merthyr Tydfil
Rachine, Ann, Porchester terrace, Byswater. May 21. Crickitt v.
Beale, V.C. Hall. Pike and Son, Old Burlington st
Rutter, Henry, Glebelands, Mitcham, Gent. May 21. Rutter v.
Rutter, M.K. Rutie, New in, Strand
Shipplek, Hannah, Poole, Dorset. May 10. Cornish v. Wadham, V.C.
Hall. Trevanion, Poole
Williams, William Mark, Deptford, Builder. May 8. Re Williams,
V.C. Bacon. Wedlake, Mitre court, Temple

Creditors under 22 & 23 Vict. cap. 85.

Last Day of Claim.

TUESDAY, April 9, 1878.

Barrow, James, Bradford, Dry Soa, Manufacturer. June 1. Peel and
Gaunt, Bradford
Bates, Ann, Dunbigh st, Pimlico. May 31. Hanhart and Gillman,
Southampton st, Bloomsbury sq
Bohler, Christian Alexander, Via Right, Milan, Merchant. May 20.
Ashley and Tee, Frederick's place, Old Jewry
Burmester, John, Brass 14, Barrister-at-law. May 1. Taylor and Son,
Gray's inn
Butcher, William, Commercial road, Old Kent road, Gent. May 8.
West and Co, Cannon st
Clark, William Brooks, Quarrendon, Bucks, Farmer. May 4. Drake
and Son, Cloak lane, Cannon st
Coxon, George, Drope Well, Darham. April 16. Chambers, Durham
Crabtree, Alice Martha, Springfield, Lancashire. June 1. Hartley and
Son, Colne
Crabtree, John, Springfield, Lancashire, Doctor of Medicine. June 1.
Hartley and Son, Colne
Down, Mary Ann, Trowbridge, Wilts. May 31. Rodway and Co,
Trowbridge
Emham, Robert Bruce, Herre Bay, Kent. June 30. Saunders and Co,
King st, Chesapeake
Edwards, Thomas, Noel st, Islington, Gent. May 15. Harding and
Sons, Lincoln's inn fields
Fagan, John, Philip road, Peckham Rye, Esq. June 5. Lynch,
Dublin
Fitch, Sarah, Banstead Lunatic Asylum, Epsom. May 31. Hanhart
and Gillman, Southampton st, Bloomsbury sq
Graham, Sarah, and Rachel Graham, Seson, Cumberland. May 20.
Thompson, Worthington
Harrop, John, Sheffield, Patent Bellows Manufacturer. June 1. Clegg
and Sons, Sheffield
Hartley, Jarvis, Little Horton York, Gent. June 1. Peel and Gaunt,
Bradford
Hayne, Jane, Carew Featherstonham, Gloucester sq. June 1. John-
sons and Co, Austin friars, Old Broad st
Hildick, Joseph Robert, L. worth, Warwick, Farmer. May 20.
Whateley and Co, Birmingham
Irving, James, Carlisle, Share Broker. May 1. Wright and Brown,
Carlisle
Kendal, John, Loughborough rd, Brixton, Gent. May 22. Parson,
Strand
Knight, Mary Ann, Taileysreave, West Brompton. June 6. Kays,
New inn
Langeake, Sarah, Aspatria, Cumberland. May 3. Lane, Carlisle
Le Gros, Edward, Queen Victoria st, Engineer. May 15. Winsor,
Chancery lane
Mason, Elizabeth, Hatton hill, Sarrey. May 4. Phillips and Son,
Aldershot lane
Norris, Ed n Rymer, Orchard bank, Altrincham, Cheshire. June 1.
Wood and Co, Manchester
Orr, Elizabeth, Hayes park, Hayes. April 31. Sutton and Cunnaney,
Coleman st
Pears, Harriet Inzram, Leinster place, Bayswater. May 6. Keen and
Roger, Koizbriider st, Doctors commons
Rees, John Aird, Crosby, nr Liverpool, Brewer. April 20. Bill-
ringer and Casside, Liverpool
Schlotmer, Ferdinand Christian, Philipp, Frankfurt-on-the-Main, Esq.
May 20. Kent, Servant's inn
Symondson, William, Highfield, Essex, Esq. April 23. Simpson and
Co, Furnival's inn
Thomas, John, Rimbord hill, Surrey, Gent. May 31. Briggs and Co,
Lincoln's inn fields
Tiffin, John, Rimbord, Essex, Farmer. June 1. Symthies and Co,
North hill, Colchester
Upwood, Anne, Terrington St Clements, Norfolk. May 1. Jarvis,
King's Lynn
Williams, Mary, Portico, Cornwall. May 16. Carlyon and Son, Truro
Wood, Mary, Margate. May 8. Kelcey, Margate
FRIDAY, April 12, 1878.
Arnold, John, Chipping Sodbury, Gloucester, Gent. May 30. Trenfield,
Chipping Sodbury
Attwood, Benjamin, Hasen Hill, Stafford, Malster. May 27. Wright,
Oldbury
Brown, Charles, Lincoln, Gent. May 27. Danby and Son, Lincoln
Constable, Mary Anne Stanley, Otley, York. June 1. Constable,
Otley
Cook, John, Ram Hill, Gloucester, Coal Miner. May 24. Trenfield,
Chipping Sodbury
Fall, Richard Whiteman, Thornton rd, Clapham, Esq. May 9. Francis,
Monument yard
Ferguson, John, Liverpool, Chemist. May 10. Goffey, Liverpool
Gale, Rev Henry, L.L.D, Garsdon, Wilts. May 27. Jones and Forster,
Malmesbury
Hagger, Thomas, New Cross, Victualler. May 25. Marchant and
Furvis, George yard, Lombard st
Hilton, Henry, Harparchey, Manchester, Esq. June 1. Wood and Co,
Manchester
Jordon, Edward, Sparrowfields, Worcester, Farmer. May 6. Parker,
Worcester

Ker, Jessie, Carlisle. May 1. Wright and Brown, Carlisle
Langeake, Sarah, Aspatria, Cumberland. May 3. Saul, Carlisle
Perkins, William, Sapote, Leicester, Grazier. June 1. Fisher, Essex
st, Strand
Philpot, George, Peckham, Gent. June 8. Bertram, Chancery
lane
Philpot, Jane Elizabeth, Cliftonville, Brighton. June 8. Bertram,
Chancery lane
Roberts, Charles Edwin, Calcutta, Hardware Merchant. May 12.
Foster, Birmingham
Shilton, Edmund, Yardley, Worcester, Gent. May 13. Tyndal and
Tyndal, Birmingham
Steele, Robert, Stoke-upon-Trent, Gent. May 15. Keary and Mar-
shall, St ke-upon-Trent
Tayler, William, Chipping Sodbury, Gloucester, Auctioneer. June 10.
Trenfield, Chipping Sodbury
Thornton, Charlotte, Chesterfield. May 13. Hentley and Radford,
Manchester
Tidman, Elizabeth Ann, Lewisham. April 31. Bristow, Green-
wich
Tomalin, Elizabeth, Brough, York. May 31. Barker, Hull
Turbutt, Samuel, Alfrick, Worcester, Farmer. May 6. Parker,
Worcester
Welsh, Arabella, Dawlish, Devon. May 11. Pearson and Whidborne,
Dawlish
Ward, Henry, Southport, Lancashire, Gent. June 24. Keary and
Marshall, Stoke-upon-Trent
Welch, William, Offchurch, Warwick, Farmer. June 24. Wright,
Leamington
Williams, William Edmund, Stanhope st, Strand, Builder. May 15.
Tyrrell, Gray's inn square
Yelland, Mary, Aston, York. June 24. Alderson and Co, Eckington,
Derby

TUESDAY, April 16, 1878.

Aglinby, Elizabeth Anne, Belmont, Lancashire. June 13. Leadbitter
and Co, Newcastle-upon-Tyne
Aitchison, Mary, Berwick-upon-Tweed. June 1. Douglas, Berwick-
upon-Tweed
Aldon, Thomas, New Thirickney, Berks, Farmer. July 10. Hawkins,
Oxford
Bailey, Jane, Gosport, Hants, Cab Proprietor. May 31. Compigne,
Gosport
Banting, William, The Terraces, Kensington, Esq. May 25. Hill and
Son, Old Broad st
Baylis, William, Peckington, York, Farmer. June 1. Walker,
York
Chuck, George Campbell, Liverpool, Cabinet Maker. July 1. Taylor,
Sheffield
Compton, Susanna, Eastbourne, Sussex. June 1. Boyle, Gracechurch
st
Crump, Daniel, Dursley, Gloucester, Gent. June 6. Frandillon,
Dursley
Dainty, George Goodall, Rugby, Solicitor. May 15. Colband Jackson,
Essex st, Strand
Davenport, Catharine, Gorton, Manchester. June 1. Earle and Co,
Manchester
Dawe, William, Lynhor, Cornwall, Yeoman. June 1. Cowliard and
Cowliard, Lanceson
Dunn, Henry, Brighton, Esq. June 24. Turner, King st, Cheap-
side
Edwards, John Frederick, Median rd, Lower Clapton, Gent. May 31.
Freeman, Gutter lane, Chesapeake
Elridge, Joseph, Metheringham, Lincoln, Farmer. May 11. Toyabee
and Co, Lincoln
Gregory, Joseph, Hulme, Lancashire, Coach Proprietor. May 1.
Hulton and Lister, Manchester
Hargreaves, Francis, Liverpool, Artist. May 14. Jones and Co,
Liverpool
Hicks, Henry, Metheringham, Lincoln, Veterinary Surgeon. May 11.
Toynbee and Co, Lincoln
Jenner, Henry, Liverpool, Team Owner. June 1. Ashley and Tee,
Frederick's place, Old Jewry
Kirkpatrick, Thomas, St Albans, Liverpool. May 30. Whitley and
Maddock, Liverpool
Lawson, Elizabeth, Royal Hospital, Chelsea. May 17. Meal and
Son, Jermyn st, St James's
Lee, Richard Thomas, Grove Hall, York, Esq. May 20. Williams
and Co, Lincoln's inn fields
Maddock, Matthew, Cuddington, Cheshire, Yeoman. May 1.
Fletcher, Northwich
Master, Rev William, Backnell, Oxford. May 31. Gamlen and Son,
Gray's inn square
Muir, William, Springfield, Liverpool. May 30. Whitley and Mad-
dock, Liverpool
Neaum, John, Belper, Derby, Grocer. May 25. Percy and Co,
Nottingham
Pope, Thomas, Harborne, Stafford, Gent. May 1. Parr, Birming-
ham
Robinson, Francis Barlow, Balcombe, Sussex, Esq. June 1. Barlow
and Bowlings, Essex st, Strand
Rowell, George, Toft-next-Newton, Lincoln, Farmer. May 1. Rhodes
and Sons, Market Rasen
Singleton, John, Liverpool. May 30. Whitley and Maddock, Liver-
pool
Tessa, Bernardo, Briggate, Leeds, Wine Merchant. June 10. Hoppe
and Bedford, Leeds
Willis, Dorothy, Birmingham, Wholesale Grocer. July 1. Stokes,
Dudley
Wool, John, Rangeworthy, Gloucester, Gent. June 1. Dauncey and
Turner, Wotton-under-Edge

FRIDAY, April 19, 1878.

Basquitt, Heinrich, Bury St Edmunds, H. gimental Bandmaster. May
31. Salmon and Son, Bury St Edmunds
Brgrave, Mary, Weston-super-Mare, Somerset. May 30. James,
Kester
Brooks, William, Jan, Colchester, Merchant. May 13. Mustard, Fur-
nival's inn

Cameron, Alexander Mackenzie, Woolwich, Gent. July 1. Norri Bedford row
 Clark, Ralph, Sutton, Macclesfield, Yeoman. June 10. Hand, Macclesfield
 Daniel, Rev Joseph, Hathersage, Derby. June 13. Dolin, Tokenhouse yard, Letchbury
 Debock, Peter, Old Ford road, Gent. June 24. Imbert-Terry, Grosvenor
 Dix, Thomas, Liverpool. June 1. Wright and Co, Liverpool
 Gadsby, Thomas, Manchester, Hairdresser. June 1. Banting and Co, Manchester
 Haley, Edward, Bierley, York, House Painter. May 15. Baker, Bradford
 Hewson, Emma, Louth. June 15. Allison, Louth
 Hodgson, Ellis, Bradshaw, York, Cattle Dealer. May 22. Boocock, Halifax
 Ingham, Charles Thomas, Bath. M.D. June 1. Little, Bath
 Jones, Richard, Carnarvon, Butcher. May 13. Turner and Allanson, Carnarvon
 Ledger, J. hn, Carr Brecks, Notts, Farmer. May 31. Mee and Co, East Retford
 Lloyd, William, Cldstone, Fem' role, Farmer. May 2. Faries and Co, Haverfordwest
 Lock, Charlotte Frederic, Blackheath. June 6. Gordon and Grant, Lincoln's inn fields
 Nicholls, Thomas Hooper, Carnarvon, Slate Manufacturer. May 13. Turner and Allanson, Carnarvon
 Okeil, Martha, Castle Northwich, Cheshire. June 1. Fletcher, Northwich
 Osborne, Joseph, Donington-le-heath, Leicester, Farmer. June 1. Smith and Mannatt, Ashby-de-la-Zouch
 Parrott, Mary, Albion st, Hyde park. May 22. Lepper and Bloxland, Mark lane
 Pincin, David, Codrington, Gloucester, Yeoman. May 31. Trenfield, Chipping Sodbury
 Pridd, William, Wootton Bassett, Wilts, Farmer. May 31. Mullings and Co, Wootton Bassett
 Scott, Frances, Great Malvern, Worcester. May 10. Atter, Stamford
 Sheffield, Charles Gregory, Greenwich. May 18. Roy and Calwright, Letchbury
 Whitehead, Thomas, Maidstone, Gent. June 1. Bunting and Co, Manchester
 Wilson, George Thomas, Lincoln, Plumber. May 11. Toynbee and Co, Lincoln
 Woodburn, John, Ambleside, Westmoreland, Grocer. April 30. Heelis, Hawkehead
 Wright, James, Gawsworth, Cheshire, Farmer. June 10. Hand, Macclesfield

Bankrupts.

FRIDAY, April 19, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Fernyhough, Clifford Thomas, Charles st, St. James. Pet April 17
 Spring Rice. April 30 at 12

To Surrender in the Country.

Fleetwood, Thomas, Widnes, Lancashire, Chemical Manufacturer. Pet April 12. Bellinger. Liverpool, May 1 at 12
 Longstaff, Thomas, Middlesbrough, Shememaker. Pet April 17. Crosby. Stockton-on-Tees. May 3 at 2.30
 MacKnight, Alexander, Beechleigh, nr Liverpool, Merchant's Clerk. Pet April 17. Cooper. Liverpool, May 6 at 11
 Scott, Gabriel, Redbridge, Herts, Manure Merchant. Pet April 17. Dew, Junr. Southampton, May 6 at 2
 Thompson, Robert, and William Thompson, Darlington, Durham, Bill Brokers. Pet April 15. Crosby. Stockton-on-Tees, May 30 at 11.30
 Vercy, William, Hertwell, Bucks, Farmer. Pet April 16. Watson Aylesbury, May 6 at 11
 Wimburn, Henry, Maidstone, Fruiterer. Pet April 16. Scudmore. Maidstone, May 6 at 11

TUESDAY, April 16, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Burden, William, Margate, General Outfitter. Pet April 18. Farley. Canterbury, May 10 at 2
 Newton, John, Nottingham, Lace Mechanic. Pet April 18. Patchitt. Nottingham, May 9 at 12
 Suggen, William, Leeds, Iron Merchant. Pet April 18. Dalton. Leeds, May 8 at 11
 Swan, Thompson, Garsston, Suffolk, Fish Merchant. Pet April 18. Worledge. Great Yarmouth, May 7 at 11

Liquidations by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, April 19, 1878.

Asher, James, Denton, Lancashire, Boot Maker. May 2 at 3 at the Pitt and Nelson Hotel, Old st, Ashton-under-Lyne. Drinkwater, Hyde
 Aspinall, Frank, Warrington, Provision Dealer. April 29 at 3 at offices of Nicholson and Co, Union st, Warrington
 Asquith, John, Stanley, com-Wrenthorpe, York, Potato Dealer. May 2 at 3 at offices of Horner, Wood st, Wakefield
 Atkins, James, Manchester, Grocer. May 9 at 11 at the Commercial Hotel, Brown st, Manchester. Stevenson, Manchester
 Bailey, Merrett, Trench, Salop, Bookbinder. May 1 at 11 at offices of Taylor, King st, Wellington
 Beardsley, Albert, Ilkeston, Derby, Fork Butcher. May 7 at 12 at offices of Brittle, St. Peter's chambers, Nottingham
 Bell, Richard, Dalton-in-Furness, Contractor. May 6 at 3 at the Wellington Hotel, Dalton-in-Furness. Myers-Meakin, Dalton-in-Furness

Bending, Sarah, Bristol, Bear Retailer. April 29 at 11 at offices of Prior, Bridge st, Bristol
 Billington, John, Kendal, Westmorland, Clogger. May 3 at 11 at the Board Room, Market place, Keel. Thomson and Wilson, Kendal
 Bishop, John, Lazon grove, Edward rd, Grocer. May 7 at 2 at offices of Nicholls and Leatherdale, Old Jewry chambers, Foster, Brunswick sq
 Bonington, Thomas, and John Dawson, Sheffield Moor, Sheffield, Contractors. May 2 at 12 at offices of Perrott, Bank st, Sheffield
 Boucher, John, Clent, Birmingham, Tailor. May 1 at 3 at offices of Wright and Marshall, Townhall chambers, Birmingham
 Br egerdie, Samuel, Manchester, Bootmaker. May 13 at 3 at the Falsiaff Hotel, Market place, Manchester. Harris, Manches r
 Bradbury, Thomas, Crews, Chester, Beerhouse Keeper. April 30 at 2 at offices of Warburton, Mill st, Crews
 Britton, Daniel, Bristol Decorator. May 1 at 11 at offices of Tonkin, Albion chambers, Bristol
 Brown, Emma Elizabeth, Knighton, Radnor, Boot Seller. May 7 at 11 at offices of Green and Peters, Knighton
 Brown, George, Brerley, Gloucester, Publican. April 29 at 12 at offices of Parker, Newham
 Brown, William Chapple, Landport, Hants, Clothier. May 3 at 4 at offices of King, North st, Portsea
 Burgess, Frederick, Bradford, York, Worsted Spinner. May 1 at 11 at offices of Rawson and Co, Piccadilly, Bradford
 Bugnum, Joseph, Littledean, Gloucester, Haulier. May 1 at 11 at offices of Dighton, Mitcheldean
 Candy, James, and William Matthew Morbey, Bristol, Warehousemen. April 30 at 12 at the Queen's Hotel, Manchester. Brittan and Co, Bristol
 Carnat y, Ralph, South Shields, Commission Agent. May 8 at 2 at the Waterloo Hotel, Durham. Patriok, junr., Bishop Auckland
 Carrick, George, Brighton, Hatter. May 14 at 3 at the Cannon at Hotel, Cannon st. Gray, Brighton
 Chandler, Richard, Worthington, Cumberland, Draper. May 6 at 11 at offices of Whitehead, Bridge st, Worthington
 Chilcoat, John George, Stourcliffe st, Edgware rd, Wool and Hair Carder. May 2 at 3 at offices of Mould, Fenchurch st
 Churchill, Edward Wyatt, Pontypool, Monmouth, Grocer. April 2 3.30 at offices of Parsons, High st, Bristol. David, Newport
 Clarkstone, William, jun, Nottingham, Tailor. May 10 at 3 at offices of Lees, jun, Middle pavement, Nottingham
 Coombe, George, Bristol, Glass and China Dealer. May 1 at 2 at offices of Sibly, Exchange West, Bristol
 Cropper, Frederick Henry, King's Lynn, Kent, Milliner. May 1 at 1 at the Globe Hotel, King's Lynn
 Crew, Nathaniel Thomas, Lower Clent, Worcester, Coal Merchant. May 3 at 2 at offices of Waldron, High st, Brislery Hill
 Cromack, William Francis, King's Lanchley, Hertford, Butcher. May 2 at 1 at the Rose and Crown, High st, Watford. Cooper, Chancery lane
 Dalgleish, Walter James, Rock st, Finsbury park, Commercial Traveller. May 7 at 3 at offices of Aird, Eastcheap
 Deadman, Walter Charles, Horsebridge, Sussex, Grocer. May 7 at 2 at offices of Clennell and Fraser, Great James st, Bedford row. Nye, Brighton
 Dickinson, Thomas, Seaton Ross, York, Farmer. May 2 at 1 at offices of Pickering, Parliament st, Kingston-upon-Hull. Pantoft and Son, Selby
 Down, John, Aberdillery, Monmouth, Grocer. May 1 at 11 at offices of Morgan, Postypool
 Duckers, Henry, Market Drayton, Salop, Chemist. May 2 at 11 at the Royal Hotel, Crews. Podmore, Market Drayton
 Duration, Thomas, Ho field, Gloucester, Corn Factor. April 27 at 12 at offices of Essery, Guildhall, Broad st, Bristol
 Endicott, Joseph, Norwich, Linen Dealer. May 6 at 3 at offices of Miller, Son, and Stevens, Bank chamber, Norwich
 English, Edward, Compton st, Goswell rd, Green Grocer. May 6 at 2 at offices of Kent and Kent, Cheapside
 Eyre, Thomas Taylor, Hayfield, Deby, Chemist. May 7 at 3.30 at offices of Brooks and Co, Reynard st, Hyde
 Ferguson, David, Leeds, Draper. May 3 at 12 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds
 Field, Henry John, F. Hay st, Cheapside, Wholesale Warehouseman. May 3 at 3 at offices of Lovering and Co, Gresham st. Philip, Budge row
 Fox, H. Francis Frederick, Bridgnorth, Salop, Builder. May 3 at 11 at the Crown Hotel, Bridgnorth. Backhouse, Bridgnorth
 Gocher, John William, Stanstead Abbots, Hertford, Farmer. May 8 at 2 at the Crown Hotel, Broxbourne. Duffield and Son y, Takenhouse yard
 Goodwin, George, Portobello, Stafford, Grocer. May 3 at 11 at the Royal George Hotel, Willeh. ll. Vaughan, Willeh. ll
 Gower, John, Roxwell, Essex, Farmer. May 13 at 10.30 at offices of Tanser, Circus place, Finsbury circus
 Gray, Charles, Manchester, Shopkeeper. May 2 at 3 at offices of Horner and Son, Ridgefield, Manchester. Ambler, M. n. hester
 Green, Albert Tench, Lane's, Birmingham, out of business. May 1 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham
 Griffiths, Arthur, and Hugh Owen Ellis, Liverpool, Commission Merchants. May 6 at 2 at offices of Quinn and Sons, Lord st, Liverpool
 Guest, William Henry, Paternoster row, Bookseller. May 8 at 3 at offices of Foreman and Co, Gresham st. Wood-off
 Ham, Henry James, Plymouth, Rope Manufacturer. May 2 at 11 at the George and Railway Hotel, Bristol. Stanbury, Plymouth
 Hancock, George, Gateshead, Durham, Joiner. May 6 at 11 at the rooms of the Incorporated Law Society, R. yal arcade, Newcastle-upon-Tyne. Ingledew and Dargatz, Newcastle-upon-Tyne
 Harker, Edward, jun, Kingston-upon-Hull, Butcher. May 9 at 1 at 5, Ogden's chambers, Exchange alley, Kingston-upon-Hull
 Harrison, James, Morales, Northumberland, Farmer. May 6 at 4 at the rooms of the Incorporated Law Society, Arcade, Newcastle. Baty, Hexham
 Harrison, John, jun, Stamfordham, Northumberland, Farmer. May 6 at 1 at the rooms of the Incorporated Law Society, Arcade, Newcastle. Baty, Hexham

Harrison, Joseph, Belsay, Northumberland, Farmer. May 6 at 3 at the rooms of the Incorporated Law Society, Arrols, Newcastle-upon-Tyne. Batsy, Hexham.

Harrison, Thomas, Mafin, Northumberland, Gent. May 13 at 12 at the rooms of the Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Philpotts, Newcastle-on-Tyne.

Hart, Edward, Drury lane, Licensed Victualler. May 13 at 2 at offices of Brandreth and Co, Queen Victoria st.

Hevey, Patrick, Longton, Stafford, Smallware Dealer. April 27 at 11 at 5, Caroline st, Longton. Ashnall, Hanley.

Hinsworth, George, Settle, York, Grocer. May 1 at 3 at offices of Wood and Co, Bradford. Hartley, Settle.

Hodgson, Dawson, Quay Side, Workington, Innkeeper. April 30 at offices of Milburn, Nook st, Workington, in lieu of the place originally named.

Holmes, Henry, Hamerton-in-Arden, Warwick, Wheelwright. April 25 at 12 at offices of Joynt, New st, Birmingham.

Hopson, William, Tewkesbury, Gloucester, out of business. May 2 at 11 at offices of Morris and Romney, Towke bury.

Howe, Mark, Soham, Cambridge, Farmer. May 6 at 11 at the Red Lion Inn, Soham. Rogers, Ely.

Hughes, Thomas, Luston, Hereford, Lime Merchant. May 1 at 3 at offices of Moore, Corn sq, Leominster.

Hughes, William, Albion terrace, Acton, Ham Shop Keeper. April 29 at 4 at 15, Charlotte st, Portland place. Lewis, Weymouth st, Portland place.

Javal, Edward, Cremies, Brook st, Clapton, Colliery Proprietor. May 3 at 3 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Smith, Gresham House.

Jenkins, David, Carmarthen, Clerk. May 3 at 10.15 at offices of Griffiths, St Mary st, Carmarthen.

Jewell, John Robert, Merion Town, Devonport, Writer in H.M.'s Civil Service. May 4 at 3 at offices of Curteis, St George's Hall, East Stonehouse.

Johnson, Richard, Rasper, Sussex, Farmer. May 8 at 11.30 at the Warwick Hotel, Red Hill. Wood, East ghil st.

Jones, John William, Southampton, Upholsterer. April 29 at 2 at 19, Portland st, Southampton. Robins.

Jones, Noah, Llanrhon, Glamorgan, Grocer. May 3 at 11 at offices of Howell, Stepney st, Llanelly.

Jones, Robert, Aburgle, Denbigh, Printer. May 2 at 12 at the Albion Inn, Chester. Davies, Holywell.

Jones, Robert, Pandly, Denbigh, Farmer. May 2 at 12 at offices of Gold and Co, Denbigh.

Kahn, Jacob, Castle st, Falcon sq, Importer of Fancy Goods. May 6 at 2 at offices of Gridge, Bishopscote at wih in.

Kearney, David, Walsall, Stafford, Clothier. May 6 at 11.30 at offices of Crump, Bridge st, Walsall.

Kent, William, Stafford, Shoemaker. April 30 at 2 at the Three Tuns Inn, Gaisgate st, Stafford. Twynam, Rugby.

Knowles, James, and Thomas Keighly Knowles, Birstall, York, Woollen Manufacturers. May 2 at 2.30 at the Royal Hotel, Dewsbury. Smith, Birstall.

Lambert, George, Oxford Fitzpaine, Dorset, Butcher. May 6 at 11.30 at the Crown Hotel, Blandford. Howard, Weymouth.

Ledger, Edward Henry, Silver st, Chesapeake, Collar Manufacturer. May 10 at 3 at offices of Bradley, Mark lane.

Legge, Henry Thomas, Essex st, Hackney, Cabinetmaker. April 25 at 3 at offices of Parke, Colebrook row, F.ington.

Lesser, Solomon, Hanway st, Oxford st, Tailor. April 30 at 3 at offices of Mardon, Moorgate st. Cullin, Wormwood st, Old Broad st.

Longworth, Robert, Farnworth, Lancashire, Butcher. May 7 at 3 at offices of Dowling and Urry, Wood st, Bolton.

Lumb, James, Stockton-on-Tees, Engineer. April 29 at 3 at offices of Twedy, High st, Stockton-on-Tees.

Macrae, Donald, Leyton, Essex, Surgeon. April 26 at 2 at offices of Cogswell, Railway approach, London bridge. Cooper, Chancery lane.

Maloney, John, New Cross rd, Chandler. April 29 at 3 at offices of O'Neill, Cannon st.

Marshall, George, Crawshawbooth, Lancashire, Wheelwright. May 1 at 3 at offices of Wright and Son, Irwell terrace, Bacup.

Matthews, Robert, Middle Barton, Oxford rd, Grocer. May 8 at 11 at offices of Penkner and Coggins, Deddington.

Maxzett, William, Saltburn-by-the-Sea, out of business. May 2 at 11 at offices of Robson, Linthorpe rd, Middlesborough.

McRedith, Henry William, Gloucester st, Cambridge Heath, Pianoforte Key Maker. May 8 at 3 at offices of Nut and Co, Erabant court, Philpot lane.

Morgan, Samuel, Tipton, Butcher. May 3 at 11 at offices of Sheldon, High st, Wednesbury.

Nathan, Bernard Henry, Manchester, Importer of Fancy Goods. May 6 at 3 at the Guildhall Tavern, Gresham st. Earle and Co, Manchester.

Nicholson, Herce Leonard, Laurence Pountney lane, Coal Factor. April 27 at 3 at offices of Crane, Palacegate place, Strand.

Nineham, George, Landport, Haute, Fishmonger. May 2 at 4 at offices of King, North st, Portsea.

North, Frederick James, Sholefield, Berks, Sugar Boiler. May 2 at 11 at 13, Friar st, Reading.

Orme, John, West Bromwich, Butcher. May 1 at 11 at offices of Shakespere, Church st, Oldbury.

Parker, Edward Patey, Weston-super-Mare, Somerset Boot Maker. May 4 at 11 at offices of Smith, Handel House, High st, Weston-super-Mare.

Pilkington, Abraham, Accrington, Ironfounder. May 2 at 3 at offices of Barlow, Dutton st, New Accrington.

Playfair, John Ranson, Waddes, Surrey, Merchants' Clerk. May 13 at 12 at offices of Brook, Old Jewry chambers. Mackreth, Moorgate st.

Prier, Owen Llewellyn, Worcester, out of business. May 3 at 11 at offices of Corbett, Avenue House, the Cross, Worcester.

Pye, William, and Charles Henry Pye, Mark lane, Merchants. May 1 at 2 at offices of Johnsons and Co, Austinfrirs.

Ransom, Jane, Arkley, Cambridge, Blacksmith. May 3 at 12.30 at offices of Fenn, Newmarket.

Rayne, Thomas, Leicester, Boot Manufacturer. May 6 at 12 at offices of Harvey, Seiborne buildings, Milton lane, Leicester.

Reaves, Hepthibah, and William Reaves, Coventry, Brush Manufacturers. May 2 at 3 at offices of Davis, Hay lane, Coventry.

Revill, Samuel, Ilkeston, Derby, Veterinary Surgeon. May 3 at 11 at offices of Stevenson, Weekday cross, Nottingham.

Richards, Hugh, Mold, Flint, Furniture Broker. May 2 at 2.30 at the Queen Hotel, Chester. Roper, Mold.

Ridge, John Edward, Oney st, W. Idworth, Pickle Manufacturer. May 4 at 11 at offices of Nunn, Bedford row.

Roberts, Robert Edward, Canterbury, Watchmaker. May 2 at 3 at 19, Worship st, Finsbury. Fenton, Highgate.

Samuel, Douglas Ralph, Liverpool, Watchmaker. May 2 at 3 at offices of Snowball and Smi h, Dale st, Liverpool.

Seo'cher, Nicholas Stuart, Wrexham, Denbigh, Jeweller. May 1 at 2 at offices of Humphreys, Temple row, Wrexham.

Seal, James, and Richard John Heather, The Grove, Cumberwell, Builders. May 8 at 2 at offices of Pitman, Guildhall chambers, Basinghall st.

Shear, John, Salford, Lancashire, Stationer. May 8 at 3 at offices of Richardson and Son, Clarence st, Manchester.

Short, Samuel, Liskeard, Cornwall, Carpenter. April 30 at 12 at offices of Brian, Freeman's' Hall, Cornwall st, Plymouth.

Shuttleworth, S. B. Keighley, York, Joiner. May 1 at 3 at 10, Bow st, Keighley. Cooke.

Smith, George, Spittle, Berwick-upon-Tweed, Licensed Victualler. May 1 at 11 at the King's Arms Assembly Rooms, Berwick-upon-Tweed. Dunlop, Berwick.

Smith, William Henry, Upper st, Islington, Watchmaker. May 3 at 2 at offices of Coburn and Young, Leadenhall st.

Somerville, George, St John st, Clerkenwell, Gas Filter. May 6 at 2 at offices of Wright, Chancery lane.

Sotiropulo, Spiridn h, Manchester, Shipping Agent. May 10 at 2 at offices of Chew and Son s, Swan st, Manchester.

Stadman, Septimus, Mansfield st, Kingsland rd, Solicitor's Clerk. April 30 at 10 at the Mason's Hall Tavern, Mason's avenue. Dobson, Duke st, Aldgate.

Stubbs, Joseph, Fenton, Stafford, Shoe Manufacturer. April 30 at 11 at offices of Welch, Cardine st, Longton.

Taylor, Alonzo, Middlesborough, Clerk of Works. May 7 at 11.15 at the Corporation Hotel, Middlesborough. Dunn and Watson.

Taylor, Elizabeth Ann, and Fanny Maud Taylor, Cheltenham, Ladies' Outfitters. May 4 at 11 at offices of Purkis and Perry, Lincoln's inn fields. Gabb, Che tnam.

Thomas, Evan, Aberavon, Glamorgan, Draper. May 2 at 11 at offices of Miles and Co, Caedonia chambers, St. Stephen's avenue, Bristol. Tennant and Jones.

Thurston, Charles Omega, Threadneedle st, Victualler. May 6 at 2 at the Incorporated Law Society's Hall, Chancery lane. Clarkson.

Thurston, George Henry, Kenilsh Town rd, Licensed Victualler. May 2 at 2 at the Incorporated Law Society's Hall, Chancery lane. Clarkson.

Todd, Thomas, Edgbaston, Birmingham, Boot Manufacturer. May 2 at 3 at offices of Fallows, Cherry st, Birmingham.

Town, Thomas, and Thomas Thompson Fell, Uiverston, Lancashire, Drapers. May 7 at 11 at the Temperance Hall, Uiverston. Park, Uiverston.

Trend, Henry Gristock, Petherton rd, Highbury New Park, Doctor of Medicine. May 9 at 12 at 20th of Cudd, South st, G.ay's inn.

Turner, Edward, Walbrook, Bookseller. May 6 at 3 at offices of Romer, Furnival's inn.

Underwood, James, and Alexander Mackay, Holloway rd, Drapers. April 30 at 12 at offices of Ladbury and Co, Chesapeake. Carr and Co.

Verner, Frederick Thomas, and Charles Augustus Verner, Old Broad st, Stockbrokers. May 9 at 3 at the Guildhall Tavern, Gresham st. Bailey, Tokenhouse yard.

Wadell, John George, Leaburn rd, Kingsland, Carman. May 1 at 3 at offices of Taylor and Jaque, South st, Finsbury.

Walker, George Thomas, Llanipert, Hants, Draper. May 2 at 12 at offices of Blave and Red, Union st, Ports a.

Walker, Matthew Sidney, Fenton, Stafford, Lamp Dealer. May 1 at 11 at offices of Julian, Queen's chambers, Liverpool rd, Burslem.

Wastle, Gilbert Piercy, Twedmouth, Berwick-upon-Tweed, Boot Manufacturer. April 30 at 11 at the King's Arms Assembly Rooms, Berwick-upon-Tweed. Dunlop, Berwick-upon-Tweed.

Wearing, Henry, Walsall, Stafford, Licensed Victualler. May 3 at 11.30 at offices of Crump, Bridge st, Walsall.

West, Jonathan, and John Hutchinson, Kingston-upon-Hull, Drapers. April 29 at 2 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summers, Hull.

Wilde, Joseph, Birmingham, Draper. April 30 at 3 at offices of Baller and Bickley, Bennett's hill, Birmingham.

Wilshin, James, High st, Stratford, Manufacturing Confectioner. May 4 at 12 at 145, Chesapeake. B. hm, Old Jewry.

Wilson, George, Sandford Hill, Longton, Beereller. April 30 at 11 at offices of Tomkinson and Furnival, Hanover st, Burslem.

Wilson, James, jun, Newcastle-on-Tyne, Commission Agent. May 1 at 3 at offices of Wallace, Hutton chambers, Fulgim st, Newcastle-upon-Tyne.

Woolf, Levi, Chesham, Manchester, Jeweller. April 26 at 3 at offices of Sampson, South King st.

TUESDAY, April 23, 1878.

Adams, Thomas, Stafford, Painter. April 30 at 3 at offices of Ashm all, Chesapeake, Hanley.

Albiston, George, Widnes, Lancashire, Draper. May 8 at 3 at offices of Gibson and Co, South John st, Liverpool. Beasley, Widnes.

Andrews, Edward Francis, Guildford, Pinner. May 6 at 1 at the County and Borough Halls, Guildford. Russell, Guildford.

Attwood, George, Kent Bank, Lancashire, Mining Engineer. May 3 at 11 at the Temperance Hotel, Uiverston. Jackson.

Bairdrow, Tom, King Cross, Halifax, Beerhouse Keeper. May 6 at 4 at offices of Storey, King Cross st, Halifax.

Barnes, William Frederick, Newcastle-under-Lyme, Grocer. April 29 at 3 at the Copeland Arms Hotel, Stoke-upon-Trent. Asmahl, Hanley.

Barrett, George, Exeter, Painter. May 1 at 11 at the Castle Hotel, Exeter. Exeter.

Bennett, Basilall, Liverpool, Dealer in Precious Stones. May 7 at 2 at offices of Pitty, Lord st, Liverpool.

Bennett, William, Gloucester, Plumber. April 30 at 12 at offices of Prior, Head st, Colchester.

Birket, Anne, Preston, Grocer. May 7 at 3 at offices of Dun and Blakey, Chapel st, Preston. Taylor, Preston
 Bourne, John Haynes, Stafford, Professor of Music. May 6 at 12 at the Rose and Crown Inn, Market st, Stafford. Fellows, Bilston
 Bradbury, William, Northwood, Stafford, Butcher. May 3 at 11 at offices of Tennant and Co, Cheapside, Hanley
 Brothwell, Jarvis, Nottingham, Butcher. May 15 at 11 at offices of Lees, jun, Guide pavement, Nottingham
 Camell, John, Gainsborough, York, Grocer. May 3 at 3 at offices of Draper, Finkle st, S. ciston-on-Tees
 Coisell, Andrew, New Windsor, Builder. May 6 at 3 at offices of Long and Co, Park st, Windsor
 Cornwell, Rev William, Tipton. May 7 at 2 at offices of Sanders and Co, Colmore row, Birmingham
 Costello, John, William Costello, and Thomas Costello, Hyde, Cheshire, Brickmakers. May 3 at 3 at the Norfolk Arms Hotel, Hyde, Smith, Bradford
 Craven, James, Bradford, Boot Manufacturer. May 6 at 11 at offices of Singleton, New Booth st, Manchester
 Davies, Richard, Runcorn, Denbigh, Publican. May 3 at 1 at 2, Temple row, Wrexham. Hampden and Poyser
 Dawson, William, Brierley hill, Stafford, Painter. May 4 at 11 at offices of Holmfay and Holberton, High st, Brierley hill
 Dicken, Decimus John, Evingdale, Stafford, Farmer. May 3 at 11.30 at offices of Beaton, Temple row, Birmingham
 Dove, Mary Ann, and Robert Jackson, Redcar, York, Grocers. May 3 at 11 at 116, High st, Stockton-on-Tees. Ward, Middlesborough
 Downs, George Alfred, Lewisham, Baker. May 1 at 2 at offices of Harris, Southwark st, Southwark
 Downton, Henry, Long Sutton, Somerset, Farmer. May 1 at 3 at the Three Choughs Hotel, Yeovil. Davies, Sherborne
 Easton, Robert, Hockwold-cum-Wilton, Norfolk, Merchant. May 6 at 3 at offices of Cooks and Co, Bank pl, in, Norwich
 Falconer, Robert White, Newcastle-upon-Tyne, Lion Founder. May 3 at 12 at the rooms of the Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Pybbs, jun, Newcastle-upon-Tyne
 Finch, Joseph, Birmin ham, Bootmaker. May 3 at 3 at offices of Asviden, Union st, Birmingham
 Fox, Stephen, Doynton, Gloucester, Beer Retailer. May 4 at 12 at offices of Ricketts, Paragon, Bath
 French, William, Eaton, Bucks, China Dealer. May 14 at 11 at the Law Institution, Chancery lane. Lucas, Eaton
 Gouthorpe, George, Stokesley, York, Inn-keeper. May 6 at 2 at offices of Garbutt and Fawcett, Finkle st, Stockton-on-Tees
 Grant, Alfred Thomas, and William Sabin Grant, Little Green st, Holborn, Cabinet Makers. May 8 at 10 at offices of Cooke, Gray's Inn sq
 Green, Samuel James, Westminster bridge rd, Tobaccoist. May 3 at 11 at offices of Deacon and Johnson, Ludgate hill. Hicks, Globe rd, Mile end
 Hague, Thomas, Hoxley hill, Lancashire, Grocer. May 6 at 3 at offices of Daranton and Bottomley, Stamford st, Ashton-under-Lyme
 Hall, Henry, Ipswich, Corn Dealer. May 4 at 11 at offices of Mills, Elm st, Ipswich
 Harvey, Richard, Pouterwyd, Cardigan, Mine Agent. May 3 at 12 at the Townhall, Aberystwith. Attwood and Son, Aberystwith
 Haynes, George, Aldridge, Stafford, Plumber. May 6 at 11 at offices of Bill, Bridge st, Walsall
 Heyer, Robert, Forest gate, Essex, Baker. May 3 at 12 at offices of George, Finsbury place
 Highton, George, Liverpool, Provision Merchant. May 6 at 3 at 14, Cook st, Liverpool
 Hunt, Richard, Tarleton, Lancashire, Innkeeper. May 8 at 3 at offices of Thompson, Lune st, Preston
 Inch, John Hitchen, Old Change, Costume Manufacturer. May 13 at 2 at offices of Linklater and Co, Walbrook
 Jameson, Josiah, and Ralph Gould Jameson, Tottenham, Ironmongers. May 9 at 11 at 29, Mark lane. Young and Sons
 Jeteries, Arthur, Kidderminster, Worcester, Licensed Victualler. May 3 at 3.30 at the Lion Hotel, Kidderminster. Crowther, Kidderminster
 Jeteries, Charles Francis, Birmingham, Grocer. May 3 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham
 Jefferson, John, Moryport, Cumberland, Tailor. May 7 at 11 at offices of Wicks and Barr, Cavendish, Cockermouth
 Johns, John, Laleston, Glamorgan, Grocer. May 3 at 2 at the Royal Hotel, Cardiff. Randall, Bridgend
 Jones, Louis, Praed st, Paddington, Glass Cutter. May 6 at 12 at the Masons' Hall Tavern, Masons' avenue, Easinghall st. Waring, Gresham buildings
 Kay, Thomas, Bury, Lancashire, Florist. May 6 at 3 at offices of Grundy, Union st, Bury
 Kewer, John, Bath, Baker. May 6 at 11 at offices of Bartrum, Northumberland buildings, Bath
 Knott, Arthur Buckley, Villa Mottram, Cheshire, Cotton Spinner. May 8 at 3 at the White Bear Hotel, Piccadilly, Manchester. Lord and Son, Ashton-under-Lyne
 Lingford, William, Love lane, Eastcheap, Fish Dealer. May 6 at 3 at offices of Deacon and Johnson, Ludgate hill. Hicks, Globe rd, Mile End
 Logan, David, Greensfield, Northumberland, Farmer. May 3 at 1 at offices of Middlemas, Bondgate without, Alnwick
 Malibant, Henry, Abertillery, Mon, Grocer. May 3 at 10.15 at the Commercial Hotel, Aberlilly. Morgan, Pontypool
 Maxwell, William, Waverhampton, Broker. May 3 at 3 at offices of Dallo, Queen sq, Wolverhampton
 Masters, John, Plymouth, Hosiery Dealer. May 6 at 2 at the Grand Hotel, Bristol. Curtis, Plymouth
 McMurdo, Alexander Grierison, Newcastle-under-Lyme, Travelling Draper. April 30 at 11 at the Copeland Arms Hotel, Stoke-upon-Trent. Ashmell, Hanley
 Middleton, Edwin, Sheffield, Grocer. May 6 at 12 at offices of Greaves and Allen, Old Haymarket, Sheffield
 Milne, George Randolph, N. rth Shields, Timber Merchant, May 8 at 2 at offices of Kenney, Howard st, North Shields
 Moysay, Joseph, Barnes, Surrey, Baker. May 3 at 3 at 17, Newgate

Parry, Owen, Wrexham, Denbigh, Grocer. May 4 at 4 at offices of Sherratt, Regent st, Wrexham
 Pearson, George, and Allan Pearson, Middlesborough, Builders. May 8 at 1 at the Queen's Hotel, Leeds. Sill, Middlesborough
 Powley, Philip, Stockton-on-Tees, Herbalist. May 1 at 3 at offices of Hope, Zealand rd, Middlesborough
 Rees, David, Lantsett, Glamorgan, Grocer. May 3 at 12 at offices of Rower, High st, Pontypridd
 Rimmer, David, Southport, out of business. May 7 at 2 at offices of Gibson and O', South John st, Liverpool. Cox and Jackson, Southport
 Robinson, Richard Davis, Anerley, Surrey, House Decorator. May 7 at 3 at offices of Monid, Fenchurch st
 Sands, Joseph Parker, Congerston, Leicester, Innkeeper. May 13 at 11 the Dixie Arms Inn, Market Busworth. Tippits, Atherstone
 Schornstein, Oscar, King st East, Hammersmith, Baker. May 3 at 10 at offices of Howard and Co, New Bridge st, Blackfriars
 Scully, Thomas, Bush rd, Rotherhithe, Provision Merchant. May 18 at 3 at offices of Hughes, St Benet place, Gracechurch st
 Shaw, Joshua, Bradford, York, Machine Broker. April 27 at 11 at offices of Singleton, New Booth st, Bradford
 Smith, Lucy Ann, Stourport, Milner, May 4 at 11 at offices of Miller and Co, Church st, Kidderminster
 Smith, William Gee, Hopwood, Lancashire, Financial Agent. May 9 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Horner and Son, Manchester
 Slot, Frank, Harthead, York, Innkeeper. May 1 at 11 at offices of Drake, John William st, Huddersfield
 Swift, Henry, Scarborough, Tailor. May 7 at 3 at 137, Briggate, Leeds
 Richardson, Scarborough
 Timkier, Jonathan Charles, Southport, Berlin Wool Dealer. May 7 at 3 at offices of Cox, St swithin's lane
 Tiplady, James, Walsall, Stafford, Travelling Draper. May 3 at 11 at offices of Glover, Park st, Walsall
 Topping, James, Preston, Tile Maker. May 3 at 3 at offices of Forshaw and Parker, Cannon st, Preston
 Ward, Samuel, Crosby, Lincoln, Blacksmith. May 8 at 12 at the George Hotel, Kingston-upon-Hull. Haddelsey and Haddelsey, Great Grimby
 White, Northampton, Boot Manufacturer. May 9 at 3 at offices of Ashdowne, the Drapery, Northampton
 Westin, Charles, Wexley, Lincoln, Ship Broker's Clerk. May 8 at 11 at St Mary's chambers, West St Mary's Gate, Great Grimby. Grange and Wintingham
 White, Frederick, Nottingham, Tailor. May 15 at 3 at offices of Lees, jun, Middle pavement, Nottingham
 White, William, Birmingham, Coal Dealer. May 3 at 3 at offices of Duke, Temple row, Birmingham
 Wilcock, Hannah, Jarrow, Durham, Boot Maker. May 8 at 2 at the Neville Hotel, Neville st, Newcastle-upon-Tyne
 Williams, Henry John, Brynag, Carnarvon, General Dealer. May 1 at 2 at the Liverpool Arms Hotel, Chester. Roberts, Bangor
 Williams, Thomas, Spennymoor, Durham, Coffee loner. May 9 at 3 at offices of Patrick, jun, Newgate st, Bishop Auckland
 Wilson Samuel, Bradford, York, Builder. May 3 at 10 at offices of Singleton, New Booth st, Bradford
 Wright, James William, Landport, Hants, Commercial Traveller. May 7 at 3 at 115, Cheapside. King, Portsea

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To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench Corporation of London, &c.

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BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS, &c.

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON.

SMALL BOYS.—A Beneficed Clergyman, having commodious rectory, and wishing to increase his school, seeks two or three brothers of good birth, at 21 guineas a year each. Education high order; locality thoroughly healthy.—Address, "PATER," care of Messrs. Dawson and Sons, 121, Cannon-street, London, E.C.

MORTGAGES.—£80,000 for immediate investment in sums of £500 and upwards, to be Advanced on Freehold Leaseholds, Absolute and Contingent Reversions. Five per cent. interest; on Landed Estates Four per cent.—Apply to Mr. BEAL, 20, Regent-street, Waterloo-place, S.W.

Policies of Assurance, in well-known and old-established offices, for sale, by order of the Trustee in Liquidation, viz:—A Policy of Assurance for £500, with bonuses added, amounting to £50 11s., effected in 1859 with the Provident Life Office, on the life of a gentleman now aged 63; a Policy of Assurance for £2,030, with bonuses added, amounting to £110, effected in 1866 with the Standard Life Assurance Company; a Policy of Assurance for £500, with bonuses added, amounting to £161 8s. 3d., effected in 1864 with the Scottish Widows' Fund Assurance; a ditto for £500, with bonuses added, amounting to £89 16s. 5d., effected in 1865 with the above office, all three being on the life of a gentleman now aged 47.

M. R. F. STATHAM HOBSON will SELL the above by AUCTION, at the MART, on WEDNESDAY, MAY 8, at TWO precisely.

Particulars may be obtained of Messrs. J. F. LOVERING & CO., Public Accountants, 77, Gresham-street, E.C.;

W. E. PHILIP, Esq., Solicitor, 30, Budge-row, Cannon-street; at the Mart; and at the Auction Office, 29, Coleman-street, Bank.

ABSOLUTE SALE BY ORDER OF TRUSTEES.

Freehold Ground-Rents, amounting to £250 per annum, amply secured upon 63 houses and a plot of land at Fulham, producing rack rentals of over £1,700 per annum, offering to Trustees and others a safe and improving investment.

MESSRS. HARMAN & MATTHEWS are instructed to SELL, without reserve, by order of Trustees, by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, APRIL 30th, 1878, at TWO o'clock precisely, a most compact and valuable estate of FREEHOLD GROUND-RENTS, amounting to £250 per annum, amply secured upon 63 houses, being Nos. 1 to 31, and 49 to 61 (odd numbers inclusive), Coombe-road, and Nos. 1 to 33 (odd), and 4 to 14 (even numbers inclusive), Estcourt-road; also upon two residences known as St. John's Villas, and a plot of land let on a building agreement for 99 years. The whole estate being most compactly situate, and known as St. John's Estate, North End, Fulham.

Particulars and conditions of sale may be obtained shortly of Messrs. G. F. HUDSON, MATTHEWS, & CO., Solicitors, 23, Bucklersbury, E.C.; at the Mart; or of the Auctioneers, 35, Walbrook, E.C.

MESSRS. DEBENHAM, TEWSON & FARMER'S LIST OF ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Chancery, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

City Freeholds in Grocer's-hall-court, within a few yards of theoultry and Chancery, offering admirable sites for the erection of suites of offices, which, on account of the excellent lights, and the central though quiet situation, almost within a stone's throw of the Bank of England, the Royal Exchange, and Lombard-street, would no doubt immediately command tenants at high rents. The premises have been occupied by Messrs. Tasman & Son for nearly a century, but are now to be sold, with possession.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, on TUESDAY, APRIL 30, at TWO, in Two Lots (unless acceptable offers be previously made), the following valuable FREEHOLD PROPERTIES:—

Lot 1.—No. 4, Grocer's hall-court, possessing a frontage of about 15ft. 4in., by a depth of about 40ft. 6in., and covering the superficial area of about 623ft.

Lot 2.—No. 11, Grocer's hall-court, having a frontage on the first floor of about 45ft., with an area of about 730 square feet, the ground-floor area being somewhat less.

Particulars and plan of Messrs. LOUSADA & EMANUEL, Solicitors, No. 15, Austin-friars; and of the Auctioneers, 80, Chancery.

67 long Lea chold (a few Freehold) Houses, near Camden-road, Hill-martin-road, Hartham-road, Bartholomew-road, Oppidans-road, Primrose-hill, near Kew-gardens, and St. John's-park, Upper Holloway. Some with possession. By order of Messrs. SALTER, REX, & CO.

MESSRS. SALTER, REX, & CO. will SELL, by AUCTION, at the MART, Tokenhouse-yard, in the City of London, on MONDAY, MAY 20, and following day, at TWO precisely each day, in several Lots, SIXTY-SEVEN HOUSES, chiefly long Lea-ehold, but some Freehold, embracing numerous well-built and attractive family residences, situate and being Nos. 28, 32, 41, 43, 45, 50, 52, and 54, Hill-martin-road, Camden-road. Nos. 6, Hartham-road, close to Harcourt-road and Camden-road. Nos. 105 and 107, Bartholomew-road, K-nish-town. Nos. 1, 2, and 3, Oppidans-road, Primrose-hill. Nos. 6, 7, and 8, Cambridge-terrace, Junction-road, Kentish-road. Nos. 1, 2, 6, 9, 10, 29, 30, 31, and 32, Pemberton-gardens, St. John's-park, Upper Holloway.

Nos. 1, 6, 7, 8, 9, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 29, 31, and 33, Pemberton-terrace, St. John's-park.

Nos. 8, 12, 14, 16, 18, and 20, Farnham-road, Seven Sisters-road, near the Great Northern Railway Station.

No. 1, Canning-road, and Nos. 2, 4, 6, 8, and 10, Riversdale-road, Highbury-vale.

Nos. 7 and 8, Brunswick-villas, close to Kew Gardens.

Also Five Freehold Houses, No. 1A, York-rise, and Nos. 2, 4, 6, and 8, Chetwynd-road, Dartmouth-park, Highgate-road.

Chiefly let to highly respectable tenants (about 12 being in hand), and producing together an actual and estimated rental of £3,625 per annum. Held, except the freeholds, on long leases for various terms at moderate ground-rents, and presenting a favourable opportunity for the profitable investment of capital. Possession of the vacant houses may be had immediately on completion of the respective purchases. Also Two Freehold Ground-rents of £7 10s. and £14 5s., arising out of two shops and three private houses in Bedford-terrace, Apsen-road, and Seven Sisters-road, Holloway.

May be viewed by permission of the tenants until the sale, and printed particulars and conditions of sale obtained of

Messrs. WILLIAM TATHAM & SONS, Solicitors, 17, Old Broad-street, City, E.C.;

at the Auction Mart, City; and of Messrs. SALTER, REX, & Co., Land Agents and Surveyors, 511, Kentish-town-road, London, N.W.

Valuable Contingent Reversion to compact and improvable Estates in Ireland, counties Clare and Limerick. Annual rental £710 12s. 10d. Lives aged 28 and 67.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, London, on WEDNESDAY NEXT, MAY 1, at TWO, the CONTINGENT REVERSIONARY INTEREST of a gentleman, aged 28, in certain FREEHOLD ESTATES in Ireland, to which he is entitled providing he survives his mother, aged 67, subject to her power to charge the lands with a sum of £5,000. The estates consist of a residence, with offices, gardens, and land, together 73a. 3r. 21p., situate at Moylish, in the county of Limerick, and townlands of Toonagh, in the parish of Clooney, in the county of Clare, containing 70a. 0r. 35p., the total rental being £710 12s. 10d. per annum, and the valuation placed on the property in 1873, at the instance of a mortgage, £15,000. The reversioner's life is insurable at the ordinary rate, and a policy is now in existence for £5,000.

Particulars shortly of Messrs. THINDERS & CURTIS-HAYWARD, Solicitors, 4, Bishopsgate-street within;

at the Mart; and of Messrs. EDWIN FOX & BOUSFIELD, 99 (late 24), Gresham-street, Bank, E.C.

THE NEW RIVER.

(The choicest Home Investment of this or any other age.)

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, MAY 15th, at TWO o'clock precisely, in 72 Lots, exceedingly valuable FREEHOLD ESTATES, offering to trustees, large and small capitalists, investors unequalled in character both for present security and future prospects; comprising—

One-Fourth Part of a Freehold Share in the Adventurers' Moiety of the Estates and Interests of the New River, in 20 lots, income at Christmas last £350.

One-Fourth Part of a Freehold Share in the King's Moiety of the Estates and Interests of the New River, in 20 lots, income at Christmas last £546 13s. 4d.

One-Fifth Part of a Freehold Share in the King's Moiety aforesaid, in 11 lots, income at Christmas last £437 6s. 8d.

Thirty £100 New Shares in the New River (fully paid up), participating in all the advantages of the real property shares, and yielding 10 per cent. per annum.

Twenty-eight London-bridge Waterworks Annuities of £2 10s. each, for 205 years unexpired, payable by the New River.

The income in respect of the above several properties at Christmas last was, as above shown, £1,756 17s., being an increase of about one hundred per cent. on that of a few years since, and but a trifle of what may be expected in years to come. The New River was originally held in moieties by King James I. and Sir Hugh Myddelton, its founder, hence the distinctive appellations of the King's Moiety and the Adventurers' Moiety. Descriptive advertisements see the "Times" of Monday.

Particulars of Messrs. SHOUBRIDGE & MAY, Solicitors, 19, Lincoln's-inn-fields; of Messrs. FIELD, ROSCOE, & CO, Solicitors, 36, Lincoln's-inn-fields; M. JAMESON, Esq., Solicitor, 4, Verulam-buildings, Gray's-inn, W.C.;

Messrs. FINCH, JENNINGS, & FINCH, Solicitors, 2, Gray's-inn-square, W.C.;

and of Messrs. EDWIN FOX & BOUSFIELD, 99, Gresham-street, Bank, E.C.

